



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

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**APPLICATION NO.:** HM/A-20:134

**APPLICANTS:** Brent Vanderwoude on behalf of the owner Sean Dowell

**SUBJECT PROPERTY:** Municipal address **175 Montrose Ave., Hamilton**

**ZONING BY-LAW:** Zoning By-law 6593, as Amended

**ZONING:** "C" (Urban Protected Residential, etc.) district

**PROPOSAL:** To permit the conversion of the existing single-family dwelling to contain a total of two (2) dwelling units notwithstanding that;

1. No onsite manoeuvring shall be permitted for the two (2) required parking spaces instead of the requirement that a manoeuvring space shall be provide and maintained abutting and accessory to each required parking space on the lot and whereas the zoning By-law only permits off-site manoeuvring for only one parking space.

Notes:

The zoning By-law requires a minimum floor area of 65.0m<sup>2</sup> per unit. No details were provided from which to confirm compliance; as such, further variances may be required.

The zoning By-law requires a minimum of 50.0% of the gross area of the front yard and a minimum of 50.0% of the gross area of the side yard abutting a street to be used for landscaped area. Insufficient information was provided from which to determine compliance; as such, further variances may be required.

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

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**DATE:** Thursday, August 27th, 2020  
**TIME:** 1:45 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)

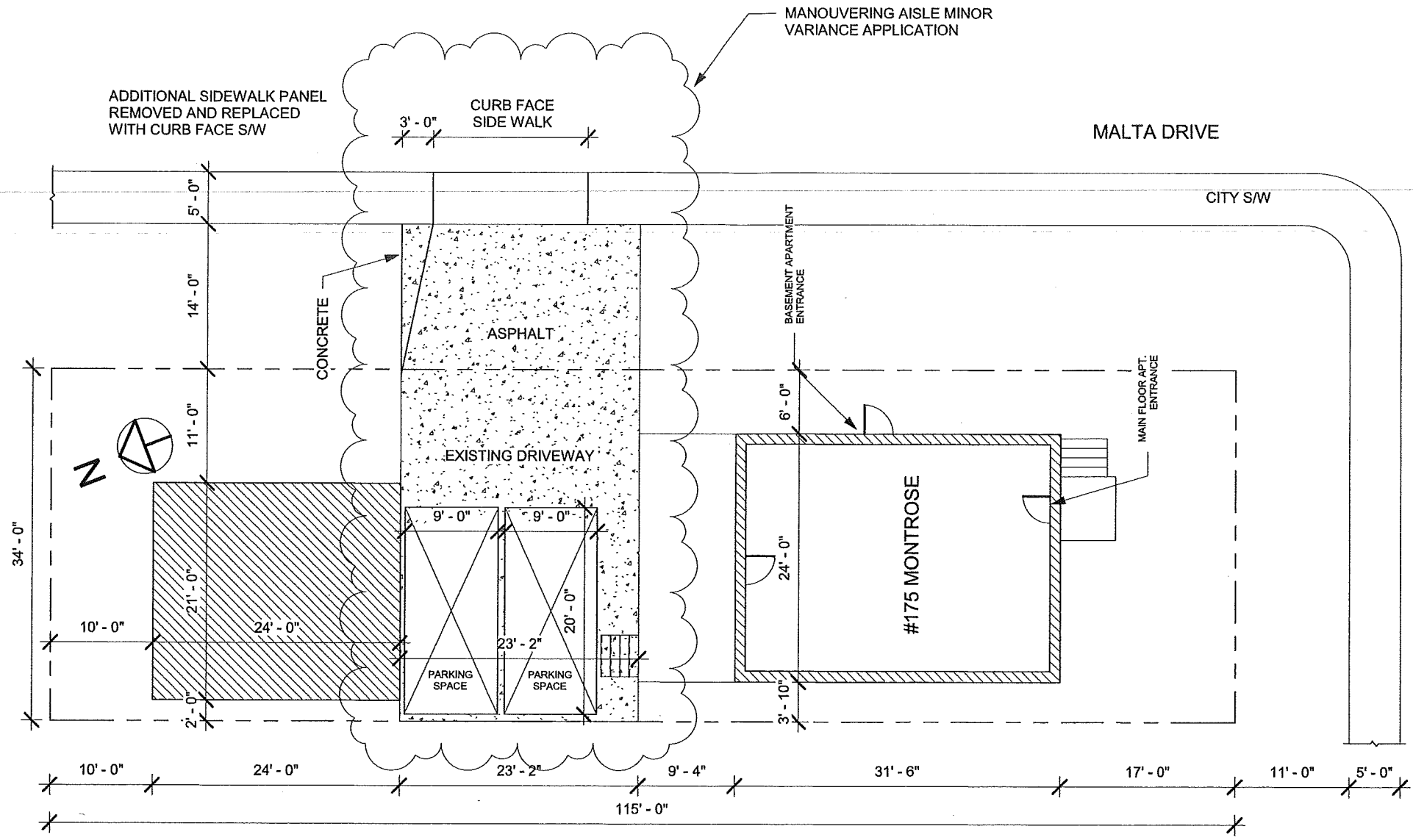
DATED: August 11th, 2020.




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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.***



1 Plot Plan  
 3/32" = 1'-0"

  
 JOHN KEDZERSKI HOME  
 INSPECTION SERVICES

Drawn by	D.C.	REV. #	DATE

175 Montrose Av.  
 Hamilton, ON  
 PLOT PLAN

A101



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.**

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

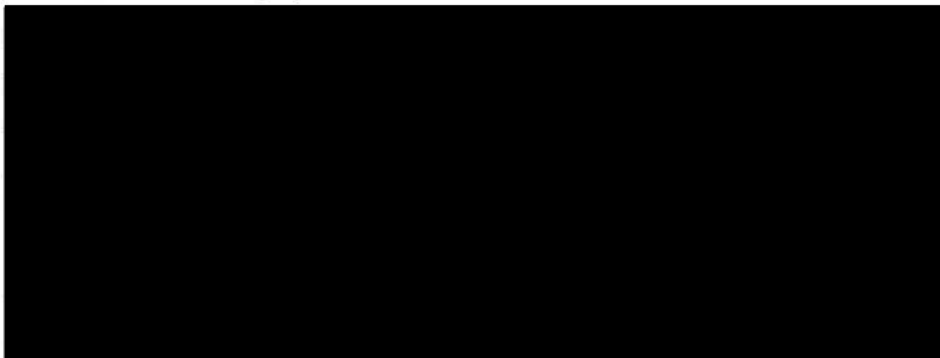
**CITY OF HAMILTON  
COMMITTEE OF ADJUSTMENT  
HAMILTON, ONTARIO**

*The Planning Act*

**Application for Minor Variance or for Permission**

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

- 1.
- 2.
- 3.
- 4.



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

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

**Bank of Nova Scotia**  
 \_\_\_\_\_  
 12-14 King Street East, Hamilton, ON      Postal Code **L8N 4G9**  
 \_\_\_\_\_  
 \_\_\_\_\_ Postal Code \_\_\_\_\_

6. Nature and extent of relief applied for:  
Recognize 2 existing parking spaces, one without a proper maneuvering  
aisle on the property.  
We have applied for a building permit to create a basement apartment
7. Why it is not possible to comply with the provisions of the By-law?  
The home was built approx. 60 years ago on a corner lot that is only 34' wide.  
We were told that we need 2 maneuvering aisles & 1 has to be on the property.
8. Legal description of subject lands (registered plan number and lot number or other legal description and where applicable, street and street number):  
175 MONTROSE AVE., HAMILTON  
PIN 17111 - 0045 LT  
PT LTS 196 & 197, PL 538, AS IN VM157901 ; Hamilton
9. PREVIOUS USE OF PROPERTY  
 Residential  Industrial  Commercial   
 Agricultural  Vacant   
 Other \_\_\_\_\_
- 9.1 If Industrial or Commercial, specify use  
 \_\_\_\_\_
- 9.2 Has the grading of the subject land been changed by adding earth or other material, i.e. has filling occurred?  
 Yes  No  Unknown
- 9.3 Has a gas station been located on the subject land or adjacent lands at any time?  
 Yes  No  Unknown
- 9.4 Has there been petroleum or other fuel stored on the subject land or adjacent lands?  
 Yes  No  Unknown
- 9.5 Are there or have there ever been underground storage tanks or buried waste on the subject land or adjacent lands?  
 Yes  No  Unknown
- 9.6 Have the lands or adjacent lands ever been used as an agricultural operation where cyanide products may have been used as pesticides and/or sewage sludge was applied to the lands?  
 Yes  No  Unknown
- 9.7 Have the lands or adjacent lands ever been used as a weapon firing range?  
 Yes  No  Unknown
- 9.8 Is the nearest boundary line of the application within 500 metres (1,640 feet) of the fill area of an operational/non-operational landfill or dump?  
 Yes  No  Unknown

9.9 If there are existing or previously existing buildings, are there any building materials remaining on site which are potentially hazardous to public health (eg. asbestos, PCB's)?

Yes  No  Unknown

9.10 Is there any reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites?

Yes  No  Unknown

9.11 What information did you use to determine the answers to 9.1 to 9.10 above?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

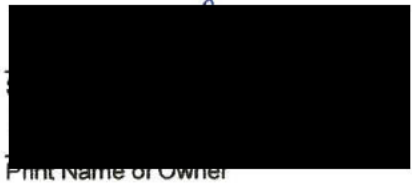
9.12 If previous use of property is industrial or commercial or if YES to any of 9.2 to 9.10, a previous use inventory showing all former uses of the subject land, or if appropriate, the land adjacent to the subject land, is needed.

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 15, 2020  
Date



Print Name of Owner

10. Dimensions of lands affected:

Frontage 34 feet  
Depth 115 feet  
Area 3,910 square feet  
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: Ground floor area - 756 ft2  
Gross floor area - 1933.75 ft2  
2 Stories, width 24ft, length 31.5ft, height 22'

Proposed: No Change

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

Existing: Interior Side yard - 3'-10"  
Exterior Side yard - 6'  
Front 17', Rear 10'

Proposed: No Change

13. Date of acquisition of subject lands:  
May 22, 2020
14. Date of construction of all buildings and structures on subject lands:  
Approx. 1960
15. Existing uses of the subject property: Single Family with 2 parking spaces
16. Existing uses of abutting properties: Residential
17. Length of time the existing uses of the subject property have continued:  
Since it was built in 1960
18. Municipal services available: (check the appropriate space or spaces)  
Water ✓ Connected ✓  
Sanitary Sewer ✓ Connected ✓  
Storm Sewers Unclear
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:  
Recognizing 2 existing legal parking spaces.
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**

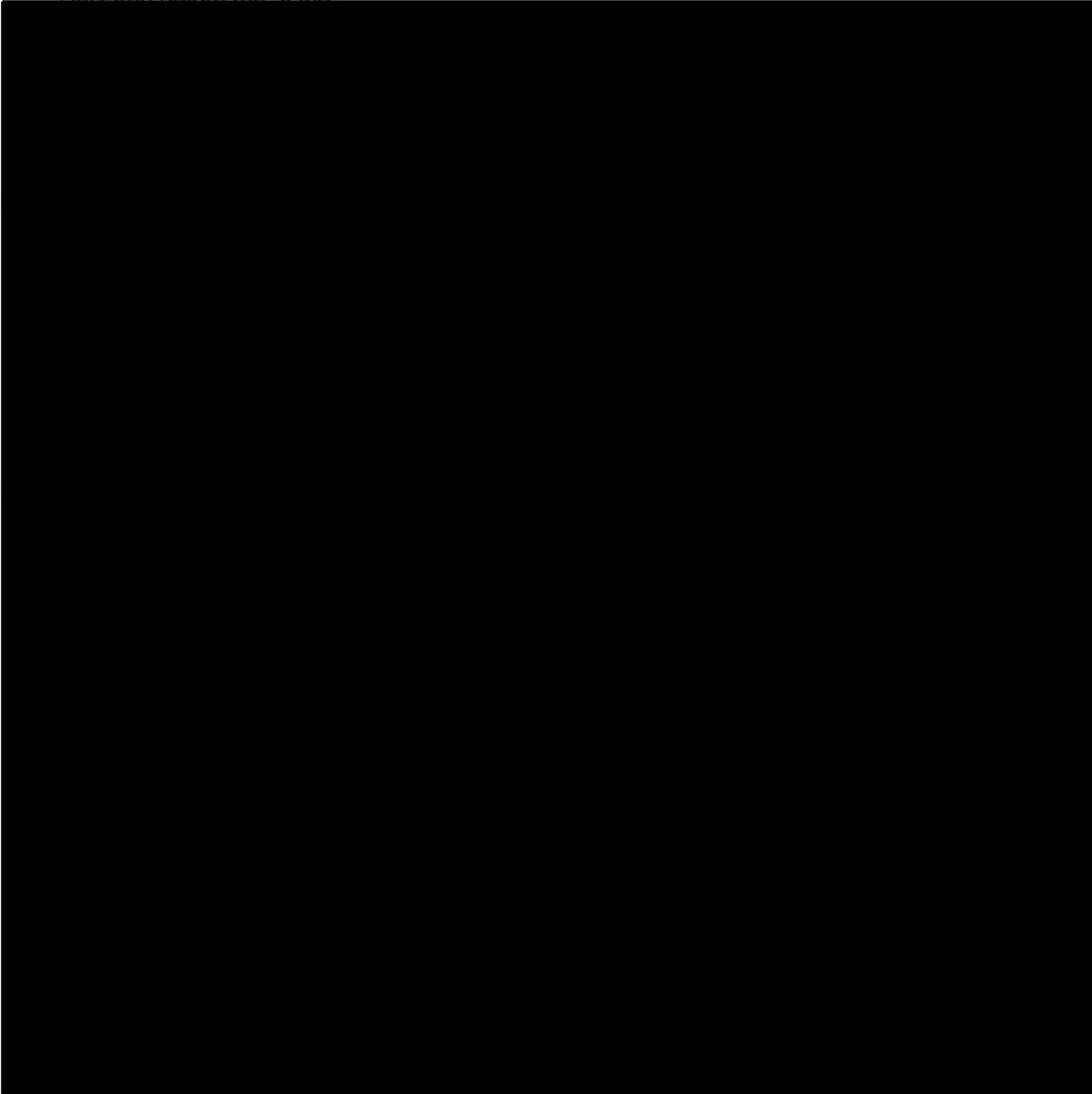
This declaration to be sworn by a Commissioner of Oaths.



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



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.

2020/06/15

Date



**PART 27 PERMISSION TO ENTER**

Date: 2020/06/15

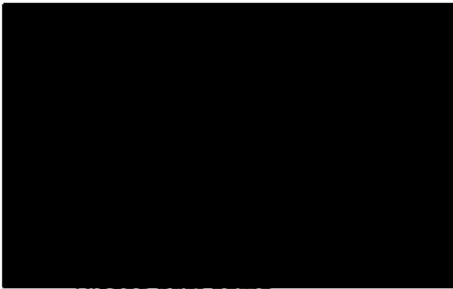
Secretary/Treasurer  
Committee of Adjustment  
City of Hamilton,  
City Hall

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 175 Montrose Ave, Hamilton

(Municipal address)



the Committee of Adjustment and members of the  
on to the above-noted property for the limited  
of this application.

gent

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, 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



\_\_\_\_\_  
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")

OF THE SECOND PART

-and-

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**



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

I have authority to bind the corporation

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

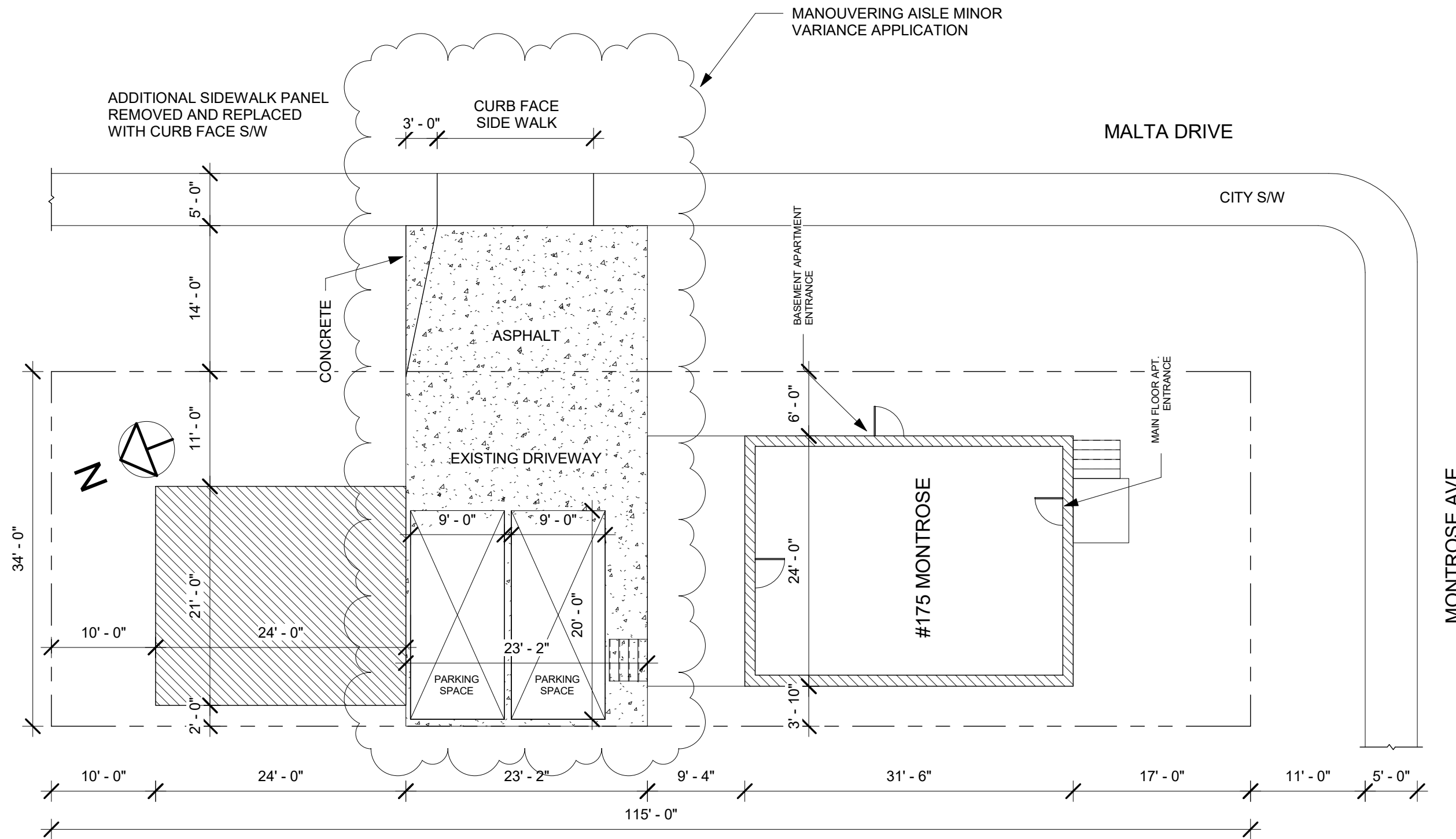
Assignee:  
Title:  
I have authority to bind the corporation

**CITY OF HAMILTON**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk





1 Plot Plan  
3/32" = 1'-0"



Drawn by	D.C.	REV. #	DATE
Date Issue	Date		

175 Montrose Av.,  
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PLOT PLAN

A101