



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-20:144

APPLICANTS: Yuriy M. Pelech on behalf of the owner Brian Yim

SUBJECT PROPERTY: Municipal address **848 Main St. E., Hamilton**

ZONING BY-LAW: Zoning By-law 05-200, as Amended by By-law 17-240

ZONING: "C2" (Neighbourhood Commercial) district

PROPOSAL: To permit the conversion of the first storey of the existing office building to a Medical Clinic (dental office), and the construction of an accessibility ramp for wheelchair access at the front of the building, notwithstanding that:

1. One (1) parking space located on the south side of the building shall be located 0.42 metres from a street line, instead of the minimum required distance of 3.0 metres.
2. A minimum 0.42 metre wide planting strip shall be provided between the parking spaces or aisle and the westerly street line, instead of the minimum required 3.0 metre wide planting strip.
3. A minimum parking space size of 2.6 metres wide x 5.5 metres long shall be provided instead of the minimum required parking space size of 3.0 metres wide x 5.8 metres long.
4. A minimum barrier free parking space size of 4.4 metres wide x 5.5 metres long shall be provided instead of the minimum required barrier free parking space size of 4.4 metres wide x 5.8 metres long.
5. A minimum aisle width manoeuvring space of 5.27 metres shall be provided for the ten (10) parking spaces located at the south side of the building instead of the minimum required aisle width manoeuvring space of 6.0 metres.
6. Twenty (20) parking spaces shall be provided instead of the minimum required twenty seven (27) parking spaces.

NOTE:

1. The By-law indicates that required parking shall be located on the same lot on which the principle use is located. The applicant has indicated that there is additional parking spaces located on adjacent properties which are available to be used; however, these are not considered towards the total parking provided as these are located off-site.

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

DATE: Thursday, August 27th, 2020
TIME: 2:00 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:

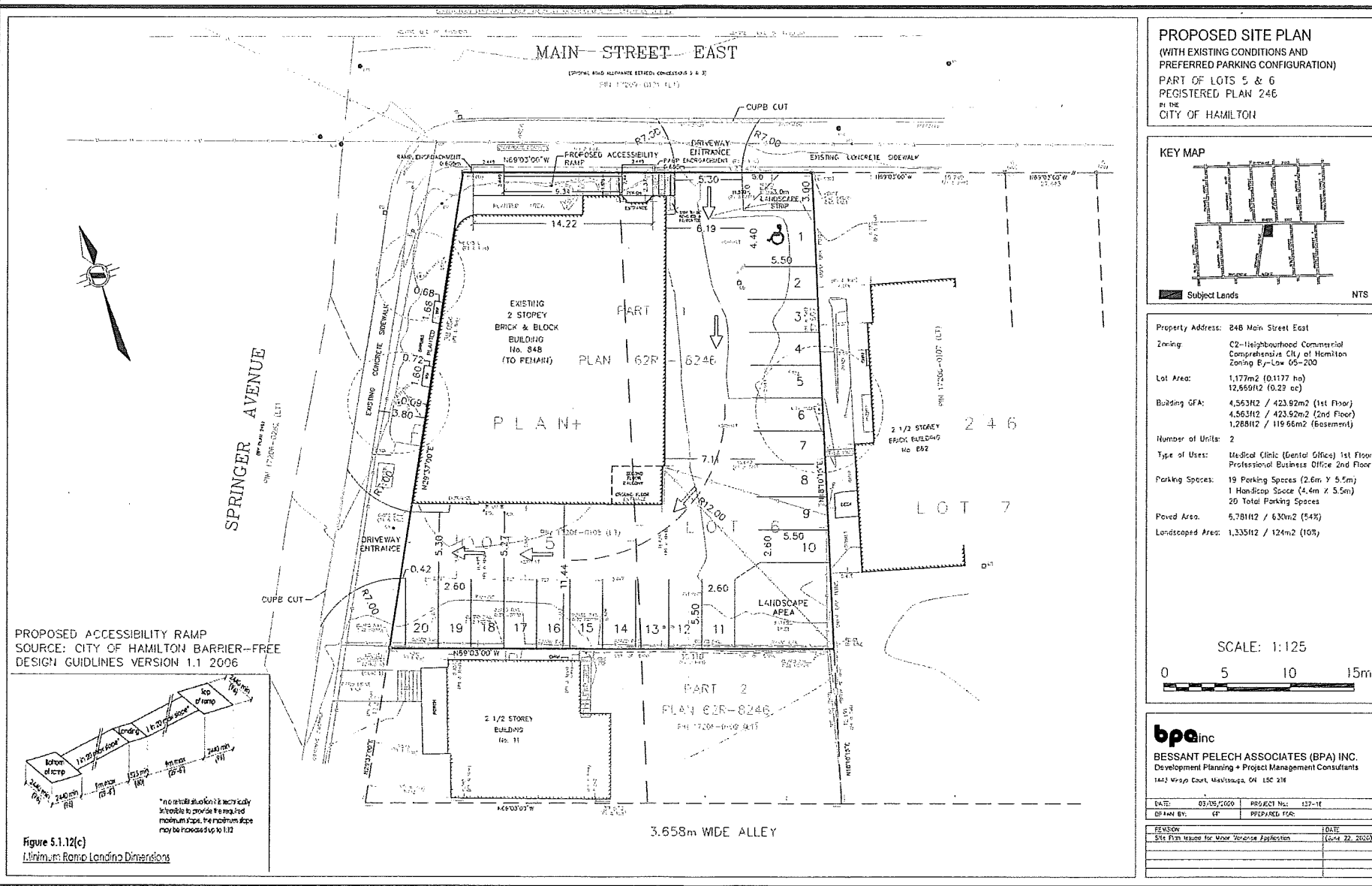
- Visit www.hamilton.ca/committeeofadjustment
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935
- Email Committee of Adjustment staff at cofa@hamilton.ca

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.





Phone (905) 546-2424 ext.4221
Fax (905) 546-4202

SECRETARY'S
SIGNATURE _____

Postal Code _____

6. Nature and extent of relief applied for:

Refer to attached itemization of variances
being sought (Attachment 1)

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

Existing site conditions (existing office
building; driveway locations) create
site planning constraints

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

Parts of Lot 5 & 6, Registered Plan 246
City of Hamilton

9. PREVIOUS USE OF PROPERTY

Residential ☐ Industrial ☐ Commercial ☒
Agricultural ☐ Vacant ☐
Other _____

- 9.1 If Industrial or Commercial, specify use Business Office Building
- 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 X 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 X Unknown _____

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

Input from vendor (previous owner),
new property owner and realtor
Phase I ESA (Landtek Limited June 24/98)

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/A

ACKNOWLEDGEMENT CLAUSE

I acknowledge that the City of Hamilton is not responsible for the identification and remediation of contamination on the property reason of its approval to this Application.

July 3/2020
Date

10. Dimensions of lands affected:

Frontage

Depth

Area

Width of street

27.499 Main Street East
38.054 (west) 37.667 (east)
0.1177 ha. (0.29 ac.)

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:

As per attached site plan

Refer to attached Floor Plans

Proposed:

No new buildings/structures proposed
(as per attached site plan; refer to
attached Floor Plans)

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

Existing:

1.832m north-side (Main Street East)
11.69m east-side
10.8m south-side
0.0m west-side (Springer Avenue)

Refer to attached site Plan

Proposed:

As per existing conditions; no new buildings or structures proposed (Refer to attached Site Plan)

13. Date of acquisition of subject lands:

December 14, 2018

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

circa 1948 (fully renovated 1991)

15. Existing uses of the subject property: Business office uses

16. Existing uses of abutting properties: Residential (north & south);

Institutional (west) and Business Commercial (east)

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

office business uses since constructed (approximately 70 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:

Neighbourhoods (Urban Hamilton Official Plan - Schedule E-1 (Urban Land Use))

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

C2 (Neighbourhood Commercial) ZBL Hamilton 05-200 (amending By-Law 17-240)

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.

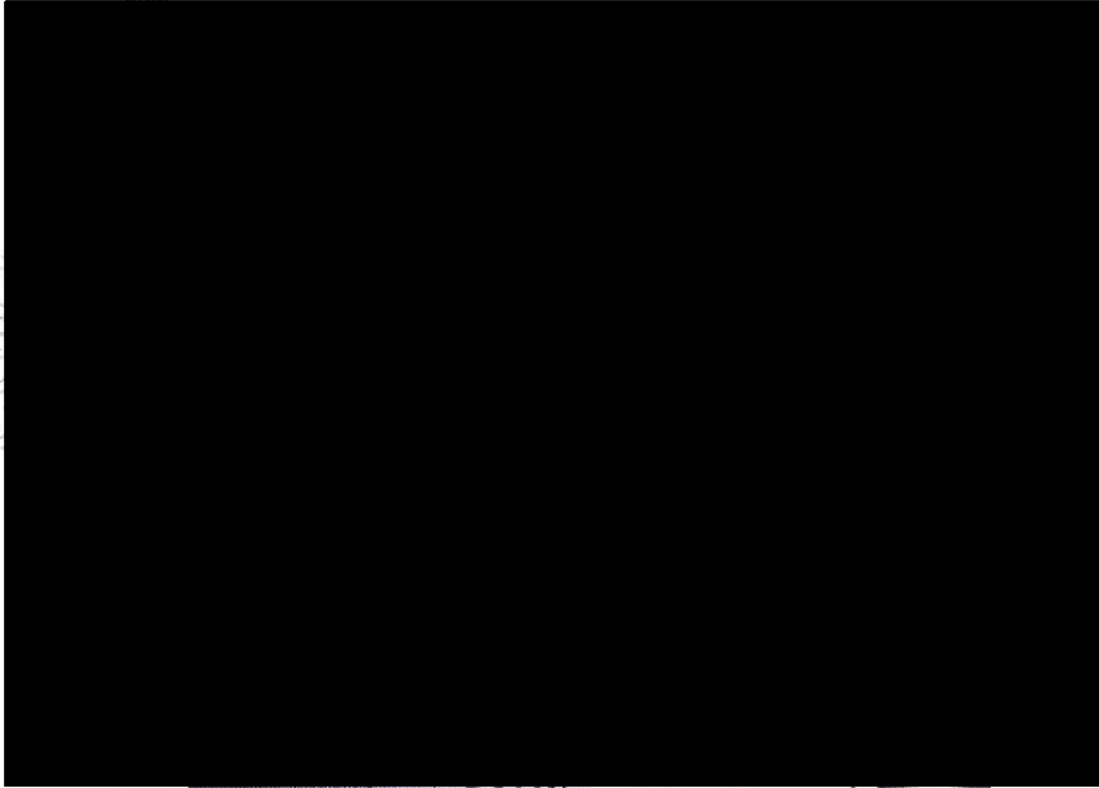
NOTE: It is required that two copies of this application be filed with the secretary-treasurer of the Committee of Adjustment together with the maps

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



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.



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.



Owner, hereby agree and acknowledge

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.

July 3 / 2020
Date


Signature of Owner

PART 27 PERMISSION TO ENTER

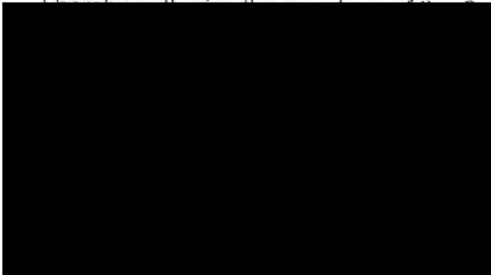
Date: July 3 / 2020

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

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 848 Main Street East, Hamilton
(Municipal address)


Committee of Adjustment and members of the
the above-noted property for the limited
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.

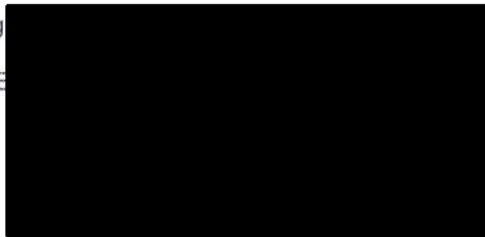
PART 28 COLLECTION OF INFORMATION

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

CITY OF HAMILTON
COST ACKNOWLEDGEMENT AGREEMENT

This Agreement is made this _____ day of _____, 20____.

BETWEEN



_____ to as the "Developer"

_____ 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" 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 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.



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



OF THE FIRST PART

-and-

(hereinafter called the "Assignee")

-and-

OF THE SECOND PART

CITY OF HAMILTON
(hereinafter called the "Municipality")

OF THE THIRD PART

WHEREAS the owner and the Municipality entered into and executed a Cost Acknowledgement Agreement dated _____.

AND WHEREAS Assignee has indicated that it will assume all of the Owner's duties, liabilities and responsibilities as set out in the Cost Acknowledgement Agreement.

AND WHEREAS Council for the Municipality has consented to releasing the Owner from its duties, liabilities and responsibilities under said Cost Acknowledgement Agreement subject to the Assignee accepting and assuming the Owner's duties, liabilities and responsibilities and subject to the Assignee the Owner and the Municipality entering into and executing an Assumption Agreement.

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

1. The Assignee covenants and agrees to accept, assume and to carry out the Owner's duties, liabilities and responsibilities under the Cost Acknowledgement Agreement and in all respects to be bound under said Cost Acknowledgement Agreement as if the Assignee had been the original party to the agreement in place of the Owner.
2. The Municipality hereby releases the Owner from all claims and demands of any nature whatsoever against the Owner in respect of the Cost Acknowledgement Agreement. The Municipality hereby accepts the Assignee as a party to the Cost Acknowledgement Agreement in substitution of the Owner, and agrees with the Assignee that the Assignee will be bound by all the terms and conditions of the Cost Acknowledgement Agreement as if the Assignee had been the original executing party in place of the Owner.
3. All of the terms, covenants, provisos and stipulations in the said Cost Acknowledgement Agreement are hereby confirmed in full force save and except

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

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

SIGNED, SEALED AND DELIVERED

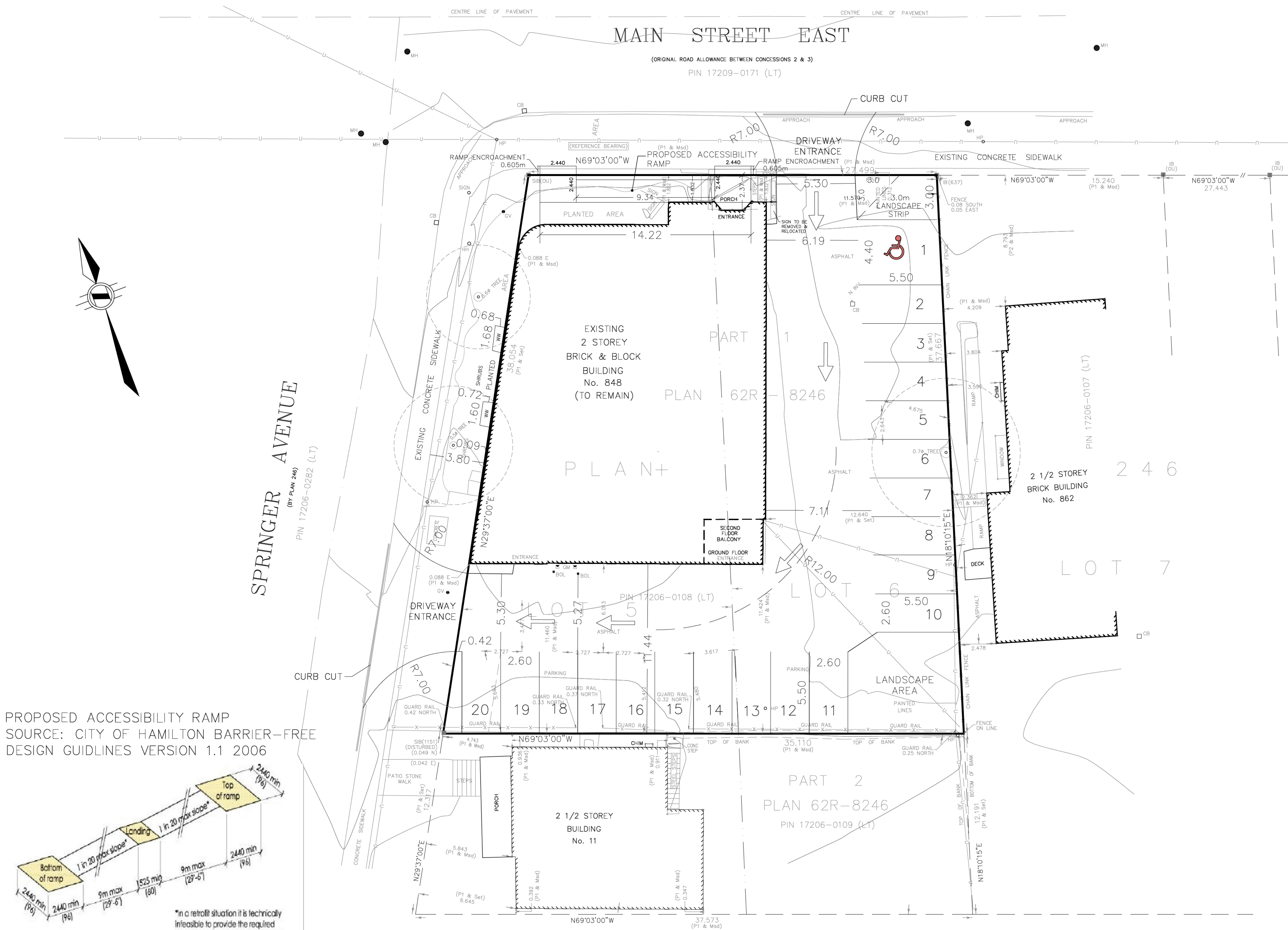
_____ c/s
Own
Title
I have authority to bind the corporation

_____ c/s
Assignee:
Title:
I have authority to bind the corporation

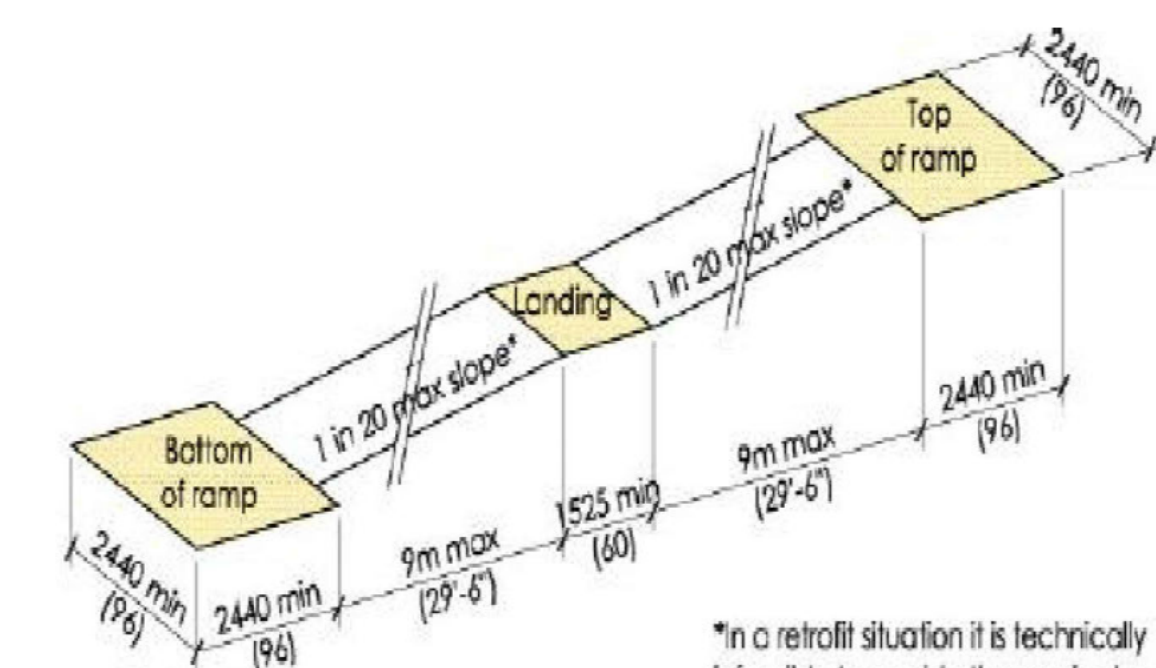
CITY OF HAMILTON

Mayor

Clerk



PROPOSED ACCESSIBILITY RAMP
SOURCE: CITY OF HAMILTON BARRIER-FREE
DESIGN GUIDELINES VERSION 1.1 2006



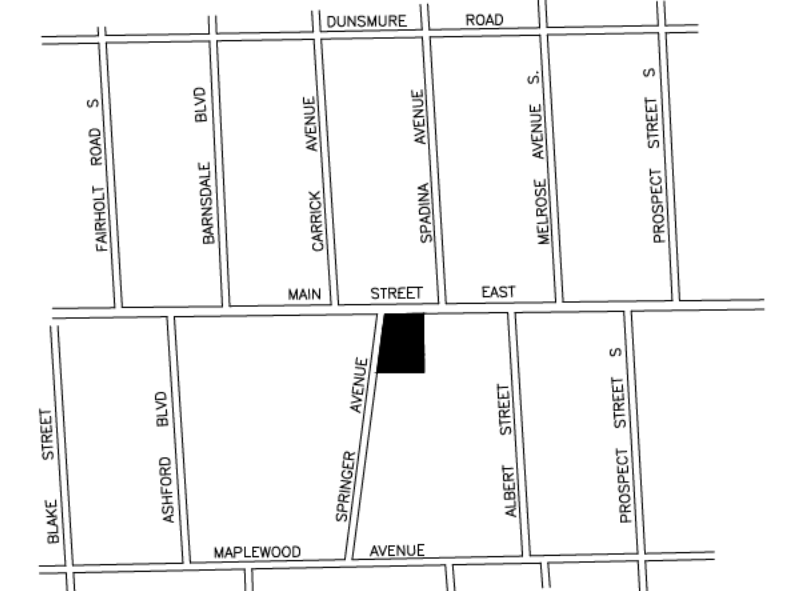
*In a retrofit situation it is technically infeasible to provide the required maximum slope, the maximum slope may be increased up to 1:12

Figure 5.1.12(c)
Minimum Ramp Landing Dimensions

PROPOSED SITE PLAN (WITH EXISTING CONDITIONS AND PREFERRED PARKING CONFIGURATION)

PART OF LOTS 5 & 6
REGISTERED PLAN 246
IN THE
CITY OF HAMILTON

KEY MAP



Subject Lands

NTS

Property Address: 848 Main Street East

Zoning: C2-Neighbourhood Commercial
Comprehensive City of Hamilton
Zoning By-Law 05-200

Lot Area: 1,177m² (0.1177 ha)
12,669ft² (0.29 ac)

Building GFA: 4,563ft² / 423.92m² (1st Floor)
4,563ft² / 423.92m² (2nd Floor)
1,288ft² / 119.66m² (Basement)

Number of Units: 2

Type of Uses: Medical Clinic (Dental Office) 1st Floor
Professional Business Office 2nd Floor

Parking Spaces: 19 Parking Spaces (2.6m X 5.5m)
1 Handicap Space (4.4m X 5.5m)
20 Total Parking Spaces

Paved Area: 6,781ft² / 630m² (54%)

Landscaped Area: 1,335ft² / 124m² (10%)

SCALE: 1:125



BESSANT PELECH ASSOCIATES (BPA) INC.

DRAWN BY: GP PROJECT No.: 137-16

1443 Miraya Court, Mississauga, ON L5C 2T6

DATE: 03/06/2020 PROJECT No.: 137-16
DRAWN BY: GP PREPARED FOR:

REVISION	DATE
Site Plan Issued for Minor Variance Application	(June 22, 2020)

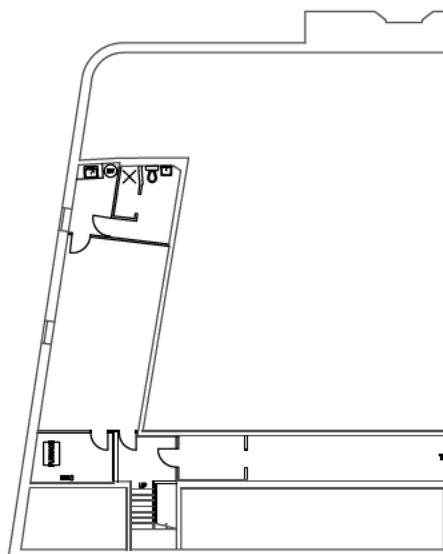
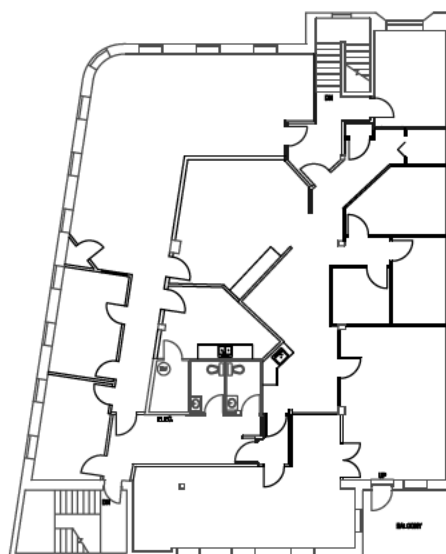
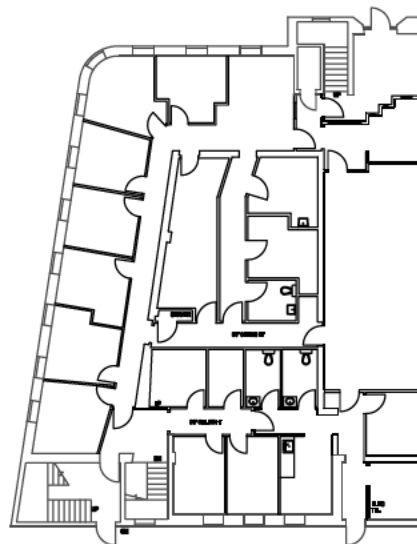
4,563 SF GROSS AREA 1ST FLOOR
1,288 SF GROSS AREA BASEMENT
4,563 SF GROSS AREA 2ND

BOMA 1980 STANDARD:

4,139 SF RENTABLE AREA 1ST FLOOR
1,005 SF RENTABLE AREA BASEMENT
3,903 SF RENTABLE AREA 2ND

BOMA 1996 STANDARD:

4,178 SF RENTABLE AREA 1ST FLOOR
878 SF RENTABLE AREA BASEMENT
3,991 SF RENTABLE AREA 2ND



PREPARED BY:



LOCATION:

MAIN FLOOR
848 MAIN STREET EAST
HAMILTON, ONTARIO



PREPARED FOR:

J. BEUME REAL ESTATE

DATE:

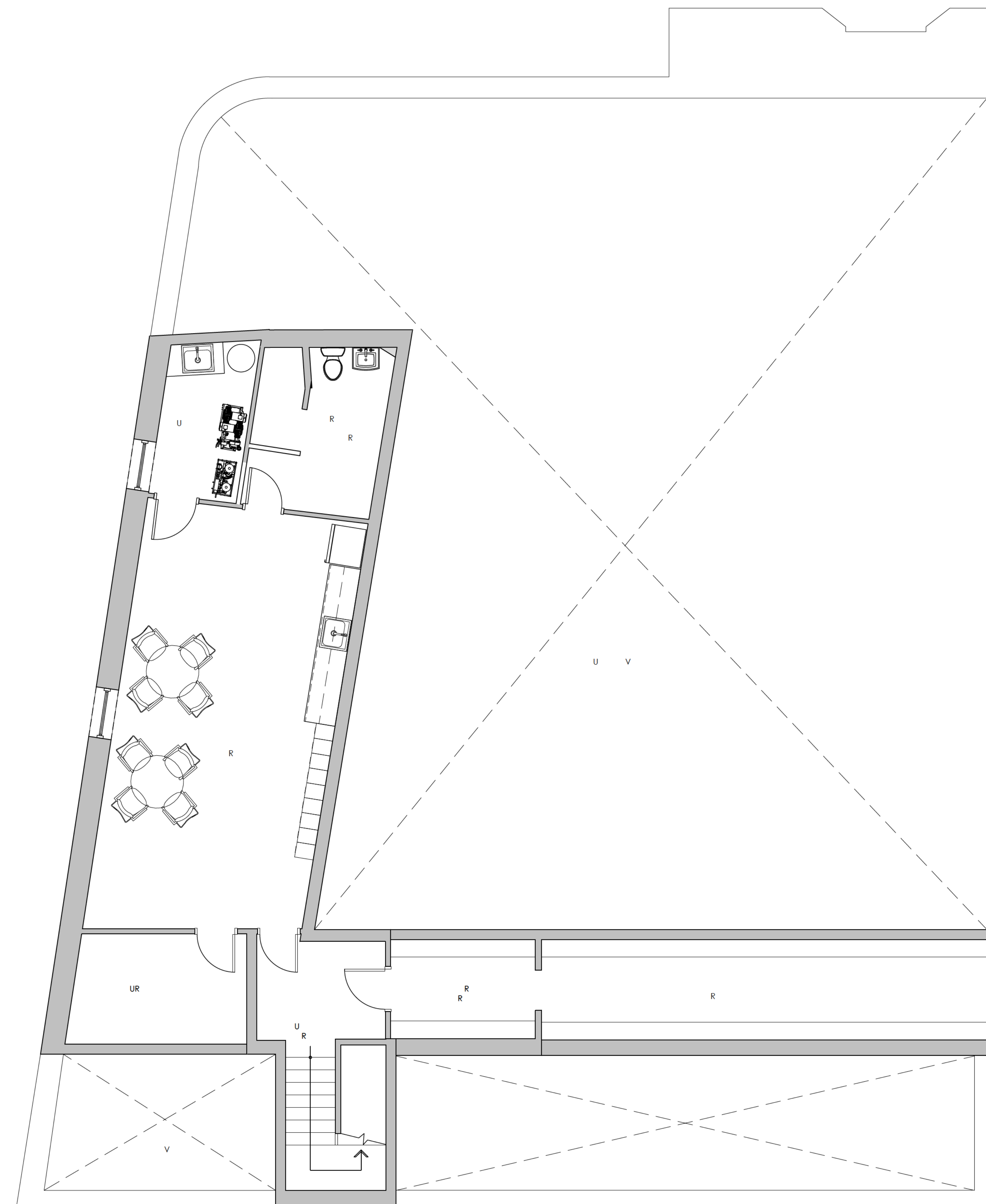
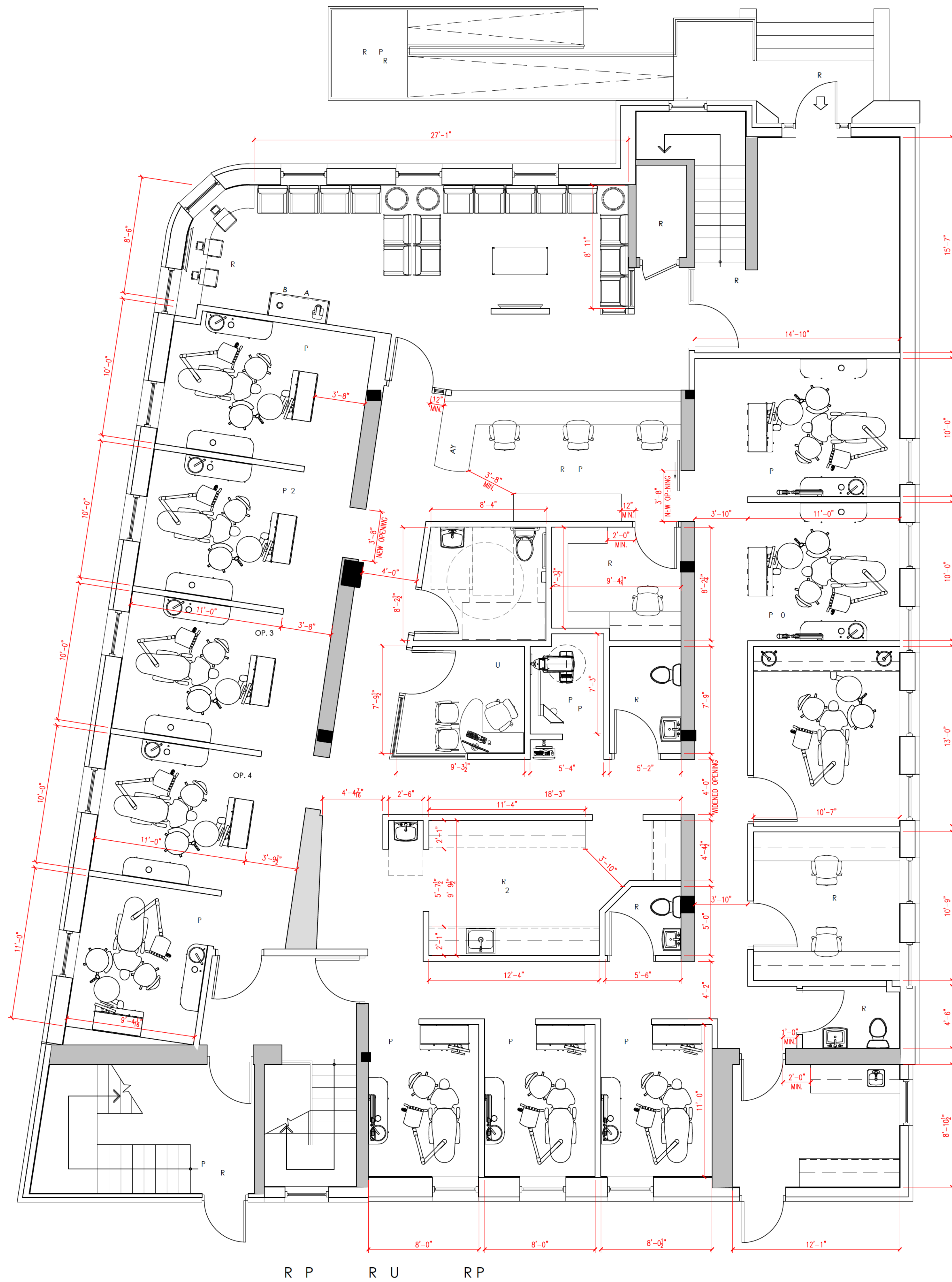
MARCH 29, 2018

FILE:

848MAIN.dwg

SCALE:


NTS



PLEASE NOTE:
ALL DIMENSIONS ARE BASED ON ORIGINAL BLUEPRINT
PROVIDED TO THE HSCI PLANNING & DESIGN
DEPARTMENT. AS-BUILT DIMENSIONS MUST BE JOB
SITE VERIFIED BY HSCI EQUIPMENT INSTALLATION
SUPERVISOR.

TITLE: **PRELIMINARY PLAN**

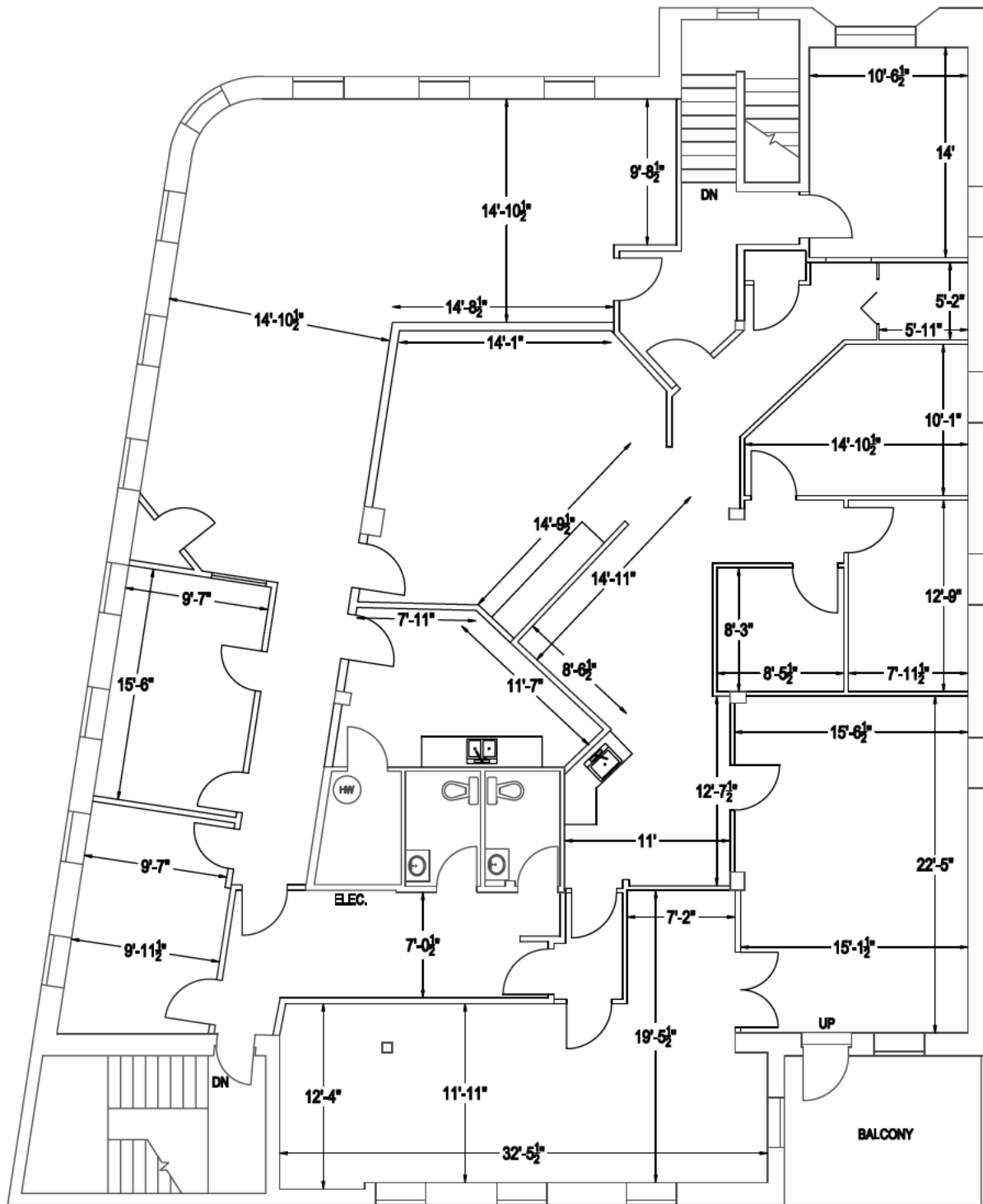
PROJECT: **2019-180
YIM**

PROJECT NORTH:  DRAWING NUMBER: **R2**

REVISION LOG:					
REV.#	DATE	BY	REV.#	DATE	BY
0	OCT. 19, 2018	AN	5		
1	NOV. 05, 2018	AN	6		
2			7		
3			8		
4			9		

THE IDEAS EXPRESSED HEREIN ARE THE SOLE
PROPERTY OF HENRY SCHEIN CANADA AND
MAY NOT BE USED OR REPRODUCED WITHOUT
EXPRESSED WRITTEN CONSENT AND FULL
PAYMENT OF ANY ASSOCIATED DESIGN FEES.
DO NOT SCALE DRAWINGS. ALL DIMENSIONS
ARE SUBJECT TO JOB SITE VERIFICATION.

DWG. SCALE: 1/4" = 1'-0"
START DATE: OCT. 19, 2018
USABLE AREA: 3,876 S.F.
FILE: YIM-19-180



PREPARED BY:

MEASUREX
MEASUREX.CA

LOCATION:

**SECOND FLOOR
848 MAIN STREET EAST
HAMILTON, ONTARIO**



PREPARED FOR:

J. BEUME REAL ESTATE

DATE:

MARCH 29, 2018

FILE:

848MAIN.dwg

SCALE:

NTS