



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**

---

**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-20:153

**APPLICANTS:** Ashenhurst Nouwens on behalf of the owner N. & R. Holdings Inc.

**SUBJECT PROPERTY:** Municipal address **212 Lottridge St., Hamilton**

**ZONING BY-LAW:** Zoning By-law 05-200, as Amended by By-law 18-266

**ZONING:** "M6" (Light Industrial) Zone

**PROPOSAL:** To allow for the retention of existing industrial buildings on the severed and retained parcels to facilitate Consent Application HM/B-19:39, notwithstanding that:

Severed Parcel:

1. The minimum lot area shall be 650 square metres instead of the required 4000 square metres for minimum lot area.
2. The minimum lot width shall be 14 metres instead of the required 45 metres for minimum lot width.
3. There shall be no landscaped area required abutting a street instead of the required minimum 3.0 metre wide landscaped area.

Retained Parcel:

4. The minimum lot area shall be 739 square metres instead of the required 4000 square metre minimum lot area.
5. The minimum lot width shall be 20 metres instead of the required 45 metre minimum lot width.
6. There shall be no landscaped area required abutting a street instead of the required minimum 3.0 metre wide landscaped area.

**NOTES:**

1. An Applicable Law Review for zoning compliance was submitted on March 17, 2020 for Consent Application HM/B-19:39 to determine variances that were required for the severed and retained parcels. The requested variances are based on the Applicable Law Review. In addition, an updated site plan has been provided for the variances to address parking, access and outdoor storage requirements.

2. The Zoning By-law requires outdoor storage areas to be screened by a visual barrier. The applicant has advised that a visual barrier would be provided along the street lines for both the severed and retained parcels by modifying the existing chain link fences to include solid materials (i.e. slats) in order to screen the outdoor storage areas. The modified chain link fence would meet the requirements of Section 4.19 of the Zoning By-law for a visual barrier.

3. No loading areas are shown on the severed and retained parcels. The Zoning By-law does not permit loading spaces to be located in the front yard.

4. The applicant has advised that the building and site on the parcel to be severed would continue to be occupied as a contractor's establishment for the storage of landscaping equipment. The building located on the parcel to be retained would continue to be occupied as a tradesperson's shop. Both of these uses are permitted in the M6 Zone.

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

---

**DATE:** Thursday, August 27th, 2020

**TIME:** 2:05 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**

---

#### **PUBLIC INPUT**

**Written:** If you would like to submit written comments to the Committee of Adjustment you may do so via email or hardcopy. Please see attached page for complete instructions, including deadlines for submitting to be seen by the Committee.


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

#### **MORE INFORMATION**

For more information on this matter, including access to drawings illustrating this request:

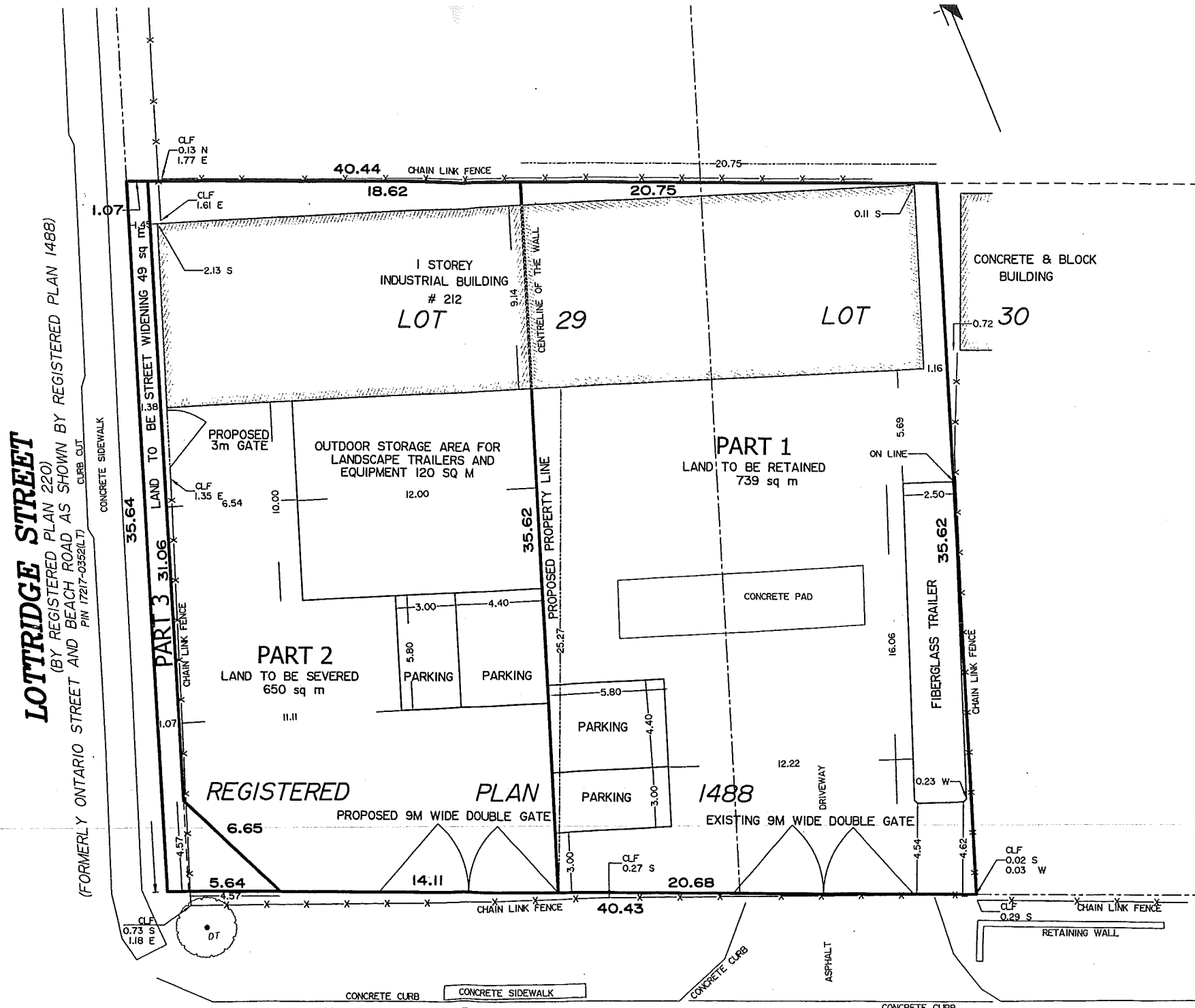
- Visit [www.hamilton.ca/committeeofadjustment](http://www.hamilton.ca/committeeofadjustment)
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935
- Email Committee of Adjustment staff at [cofa@hamilton.ca](mailto:cofa@hamilton.ca)

DATED: August 11th, 2020.

  
Jamila Sheffield,  
Secretary-Treasurer  
Committee of Adjustment

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

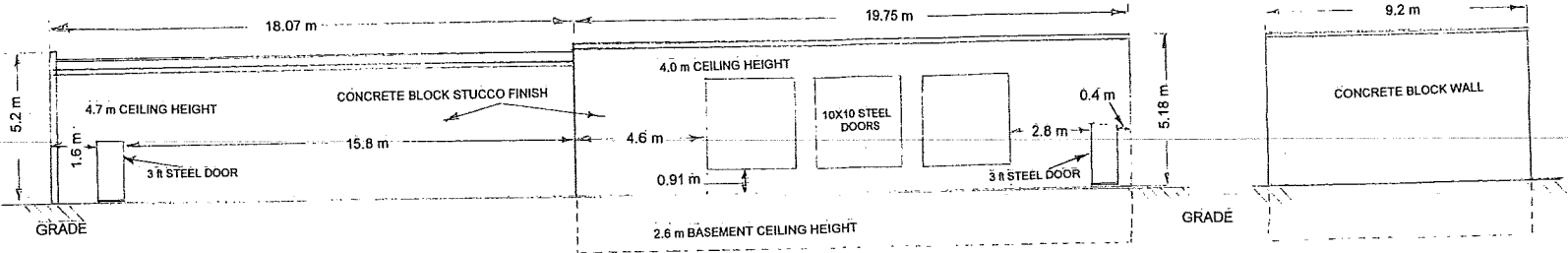
	LOT 1
	YARD
	YARD
	A ST
	LOT 1
	PLANTING
	SCREEN
	OUTDOOR
	PAV
	OUTDOOR
	ACCESS



**LLOYD AVENUE**

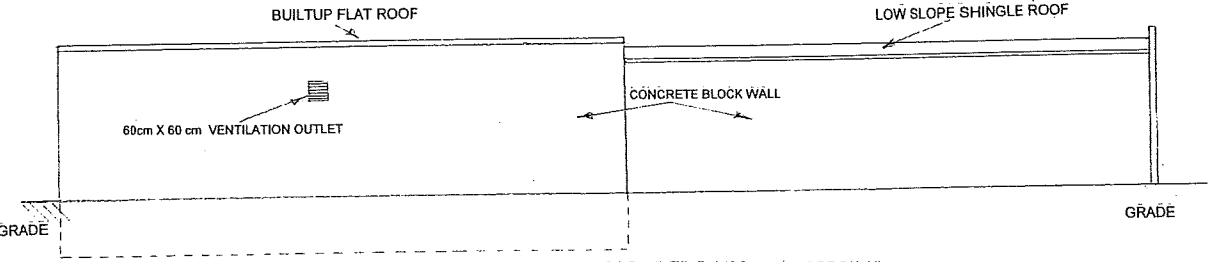
(BY BY-LAW 993, INSTRUMENT No. CD115241)  
(FORMERLY CATHERINE STREET BY REGISTERED PLAN 1488)  
PIN 17217-0354(LT)

ELEVATIONS OF STRUCTURES ON REFERENCED PROPERTY



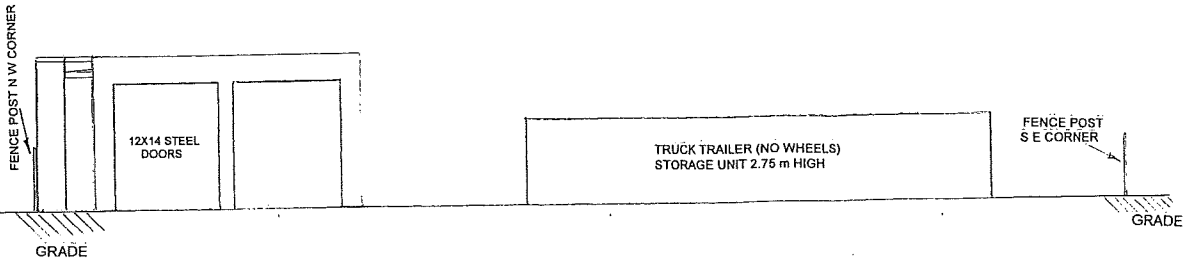
FRONT ELEVATION OF CONCRETE BUILDINGS (APPROX. S)

END ELEVATION OF BUILDING  
FROM APPROX. E SIDE



REAR ELEVATION OF CONCRETE BUILDINGS (APPROX. N)

PROPERTY GRADE SUBSTANTIALLY LEVEL



ELEVATION OF PROPERTY FROM LOTTRIDGE STREET (APPROX. W)

SCALE 1:100

REF: HM/B-19:37



**Hamilton**

Planning and Economic Development Department  
Planning Division environmental assessment has been conducted

**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.**

20-176115

**FOR OFFICE USE ONLY.**

APPLICATION NO. Hm/17-20:153 DATE APPLICATION RECEIVED July 28/20

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:

Roslyn Alexander

34 Ormerod Close, Dundas

Postal Code L9H 7N7

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

6. Nature and extent of relief applied for:

Clearance and approval of any necessary variances following approval of Consent

Application HMB-19:37

See Attached Sketch

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

Existing Conditions

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

Registered Plan # 1488, part lots 29 and 30

212 Lottridge St. and 1 Lloyd St, now merged

9. PREVIOUS USE OF PROPERTY

Residential \_\_\_\_\_ Industrial X Commercial \_\_\_\_\_

Agricultural \_\_\_\_\_ Vacant \_\_\_\_\_

Other \_\_\_\_\_

9.1 If Industrial or Commercial, specify use

Tradesman's workshop and storage

9.2 Has the grading of the subject land been changed by adding earth or other material, i.e. has filling occurred?

Yes \_\_\_\_\_ No X Unknown \_\_\_\_\_

9.3 Has a gas station been located on the subject land or adjacent lands at any time?

Yes \_\_\_\_\_ No X Unknown \_\_\_\_\_

9.4 Has there been petroleum or other fuel stored on the subject land or adjacent lands?

Yes X 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 X 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 X Unknown \_\_\_\_\_

9.7 Have the lands or adjacent lands ever been used as a weapon firing range?

Yes \_\_\_\_\_ No X 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 X 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?

Phase 2 environmental assessment has been conducted and is available.

Site meets the MECP Table 3 SCS.

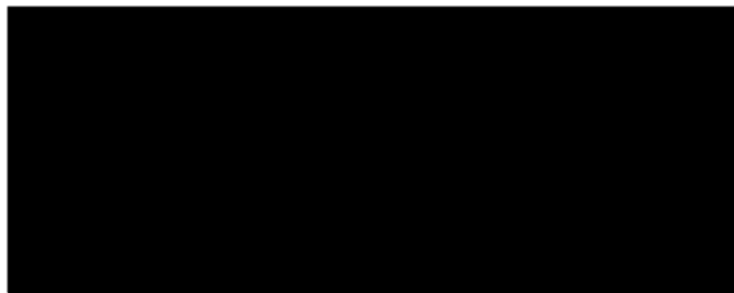
9.12 If previous use of property is industrial or commercial or if YES to any of 9.2 to 9.10, a previous use inventory showing all former uses of the subject land, or if appropriate, the land adjacent to the subject land, is needed.

Is the previous use inventory attached? Yes \_\_\_\_\_ No X \_\_\_\_\_

#### 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.

JULY 24<sup>th</sup> 2020  
Date



10. Dimensions of lands affected:

Frontage	<u>35.64 m</u>
Depth	<u>40.43 m</u>
Area	<u>1438 sq. m</u>
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: See 2 Drawings showing plan view of buildings on the property and elevation of the buildings. Retained Lands,- building is 1 storey plus basement. The area of the building is 178.4 sq m and including basement it is 356.8 sq m. There is an accessory building of 40.5 sq m. On lands to be Conveyed building is 1 storey area is 167.7 sq m

Proposed: None

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

Existing: \_\_\_\_\_  
See Sketch

Proposed: None Proposed

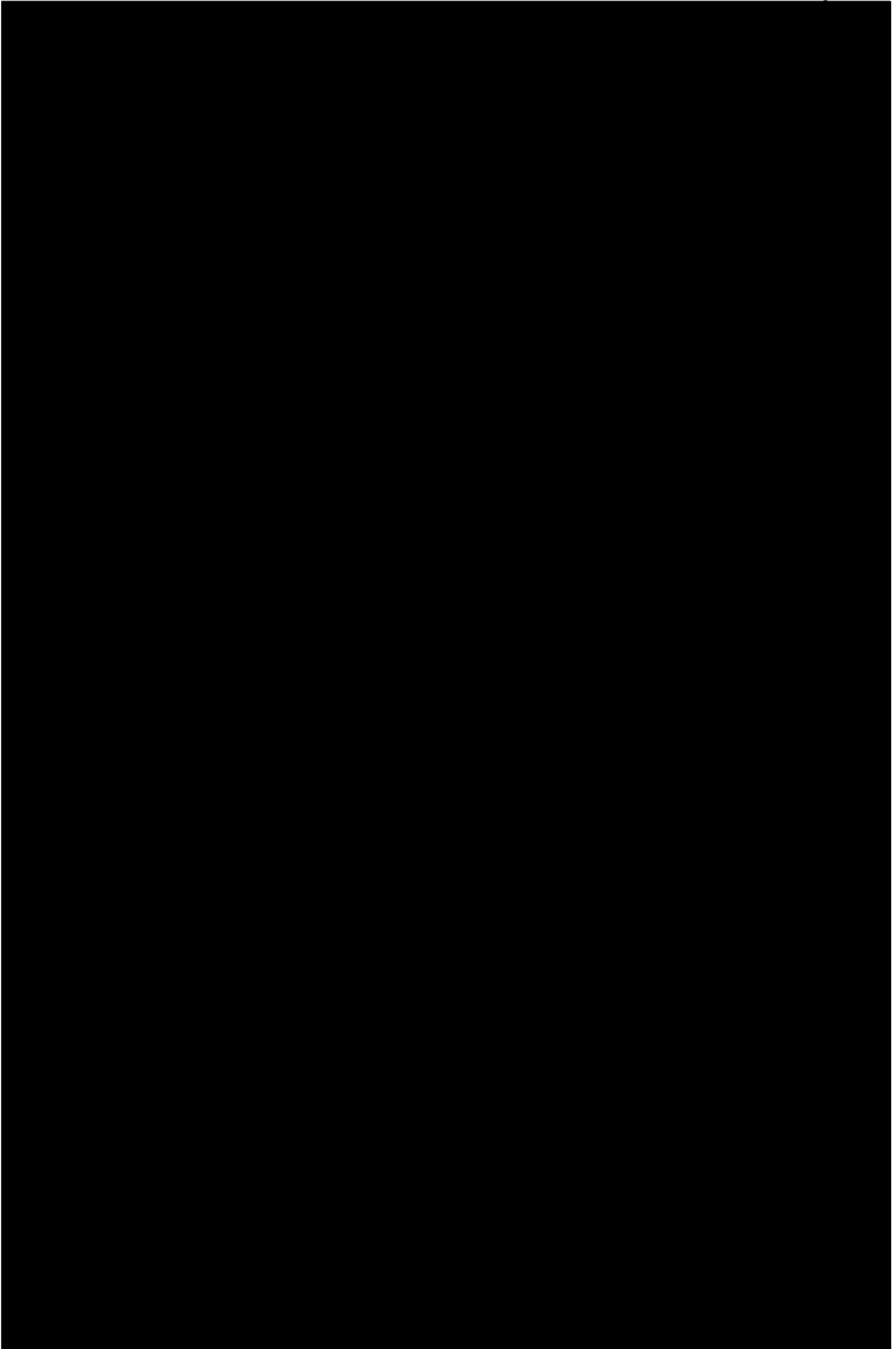
13. Date of acquisition of subject lands:  
February 28, 2019
14. Date of construction of all buildings and structures on subject lands:  
Original building date unknown, addition to this was constructed in 1976
15. Existing uses of the subject property: Industrial
16. Existing uses of abutting properties: Commercial
17. Length of time the existing uses of the subject property have continued:  
Unknown, but at least since 1976 which is 44 years
18. Municipal services available: (check the appropriate space or spaces)  
Water X Connected X  
Sanitary Sewer X Connected X  
Storm Sewers X
19. Present Official Plan/Secondary Plan provisions applying to the land:  
Industrial Lands
20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:  
M6 Zoning
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.



Date

Signature of Owner (Roger Alexander)

**PART 27 PERMISSION TO ENTER**

Date: 24 July, 2020

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

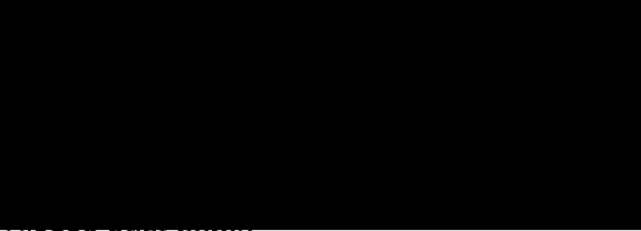
Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 212 Lottridge St and 1 Lloyd St, Hamilton

(Municipal address)

I hereby authorize the members of the Committee of Adjustment and members of the staff of the City of Hamilton to enter on to the above-noted property for the limited purposes of evaluating the merits of this application.



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.

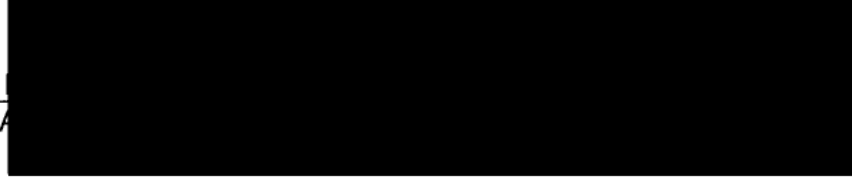
**PART 28 COLLECTION OF INFORMATION**

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 24<sup>th</sup> day of JULY, 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 24 JULY 2020 with respect to the lands described in Schedule "A" hereto.

(b) "Expenses" means all expenses incurred by the City if the application is: (a) approved by the City; (b) appealed to the Local Planning Appeal Tribunal by a party other than the developer; and (c) the City appears before the Local Planning Appeal Tribunal or any other tribunal or Court in support of the application, including but not limited to: City staff time, City staff travel expenses and meals, City disbursements, legal counsel fees and disbursements and all consultant fees and disbursements including, without limiting the generality of the foregoing planning, engineering or other professional expenses

2. The City agrees to process the application and, where the application is approved by the City but appealed to the Local Planning Appeal Tribunal by a party other than the Developer, the Developer shall file an initial deposit, in the form of certified cheque or cash with the General Manager, Finance & Corporate Services within fifteen days of the date of the appeal of the application by a third party in the amount of 50% of the estimated expenses associated with the appeal as estimated by the City Solicitor in his sole discretion which shall be credited against the Expenses.

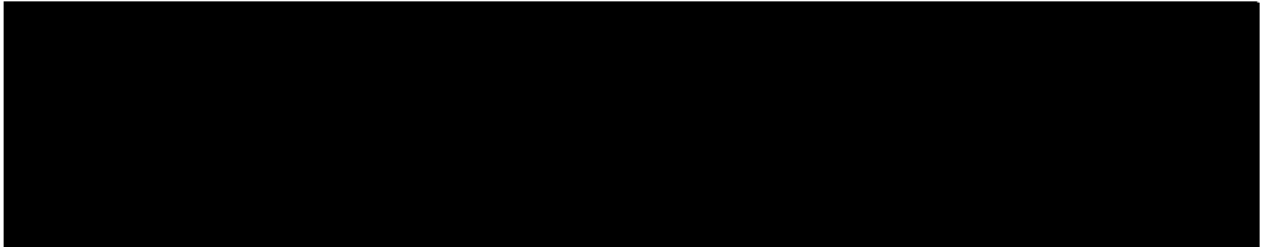
3. It is hereby acknowledged that if the deposit required pursuant to section 2 of this Agreement is not paid by the Developer the City shall have the option, at its sole discretion, of taking no further steps in supporting the Developer's application before the Local Planning Appeal Tribunal.

4. It is hereby acknowledged that all expenses shall be paid for by the Developer. The Developer shall reimburse the City for all expenses the City may be put to in respect of the application upon demand.
5. It is hereby acknowledged and agreed that all expenses shall be payable by the Developer whether or not the Developer is successful before the Local Planning Appeal Tribunal or any other tribunal or Court in obtaining approval for their application.
6. The City shall provide the Developer with copies of all invoices of external legal counsel or consultants included in the expenses claimed by the City.
7. The City shall provide the Developer with an accounting of all staff costs and City disbursements included in the expenses claimed by the City.
8. The City may, at any time, draw upon the funds deposited in accordance with sections 2 and 9 of this Agreement to satisfy expenses incurred pursuant to the appeal of the application.
9. In the event that the amount deposited pursuant to section 2 of this Agreement is reduced to less than 10% of the initial deposit, the City may halt all work in respect of the appeal of the application until the Developer deposits with the City a sum sufficient to increase the deposit to an amount which is equal to 100% of the expenses estimated pursuant to paragraph 2 of this Agreement and still to be incurred by the City.
10. Within 60 days of: (a) a decision being rendering in respect of the appeal or any legal proceedings resulting from the decision, whichever is later; or (b) the termination of all legal proceedings in respect of the application, the City shall prepare and submit a final account to the Developer. If there are any deposit funds remaining with the City they shall be applied against the account. Any amount owing in respect of the final account in excess of deposit funds shall be paid by the Developer within 30 days of the date of the final account. If any deposit funds are remaining after the final account has been paid they shall be returned to the developer within 30 days of the date of the final account.
11. This Agreement shall not be construed as acceptance of the application and nothing herein shall require or be deemed to require the City to approve the application.
12. This Agreement shall not stand in lieu of or prejudice the rights of the City to require such further and other agreements in respect of the application that the City may deem necessary.
13. Every term, covenant, obligation and condition in this Agreement ensures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors, trustees and assigns.
14. When the context so requires or permits, the singular number is to be read as if the plural were expressed, and the masculine gender as if the feminine, as the case may be, were expressed; and,
15. This Agreement and the schedules hereto constitute the entire agreement between the parties in respect of the subject matter contained herein and is not subject to, or in addition to, any other agreements, warranties or understandings, whether written, oral or implied. This Agreement may not be modified or amended except by instrument in writing signed by the Developer and the City, and,
16. The waiver or acquiescence by the City of any default by the Developer under any obligation to comply with this Agreement shall not be deemed to be a waiver of that obligation or any subsequent or other default under this Agreement.
17. The Developer covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the Developer's obligations hereunder have been assumed by its successor,

assignee or transferee by way of written agreement in the form set out in Schedule "B" to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their corporate seals under the hands of their duly authorized officers.

DATED at HAMILTON this 24th day of JULY, 2020.



\_\_\_\_\_  
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

1 Lloyd St Pin # 17217-0059 Part of Lot 29, Registered Plan 1488, City of Hamilton  
212 Lottridge St Pin# 17217-0058 Part Lots 29 and 30, Registered Plan 1488, City of Hamilton

**SCHEDULE "B"**  
**FORM OF ASSUMPTION AGREEMENT**

THIS AGREEMENT dated the 24<sup>th</sup> day of JULY 20 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 JULY 24<sup>th</sup> 2020.

**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.

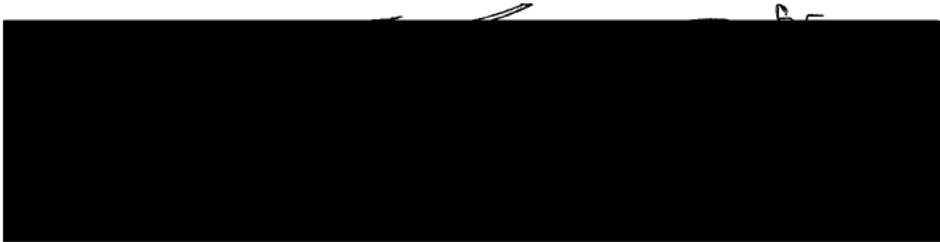
**AND WHEREAS** Council for the Municipality has consented to releasing the Owner from its duties, liabilities and responsibilities under said Cost Acknowledgement Agreement subject to the Assignee accepting and assuming the Owner's duties, liabilities and responsibilities and subject to the Assignee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



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

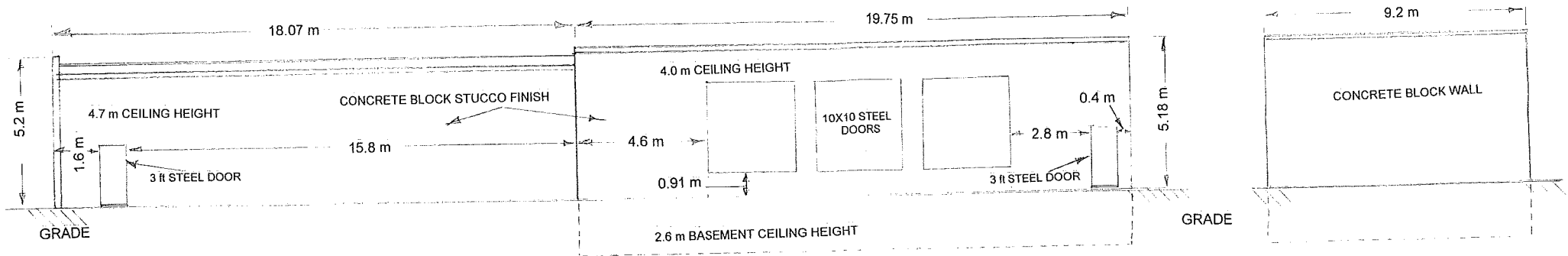
**CITY OF HAMILTON**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

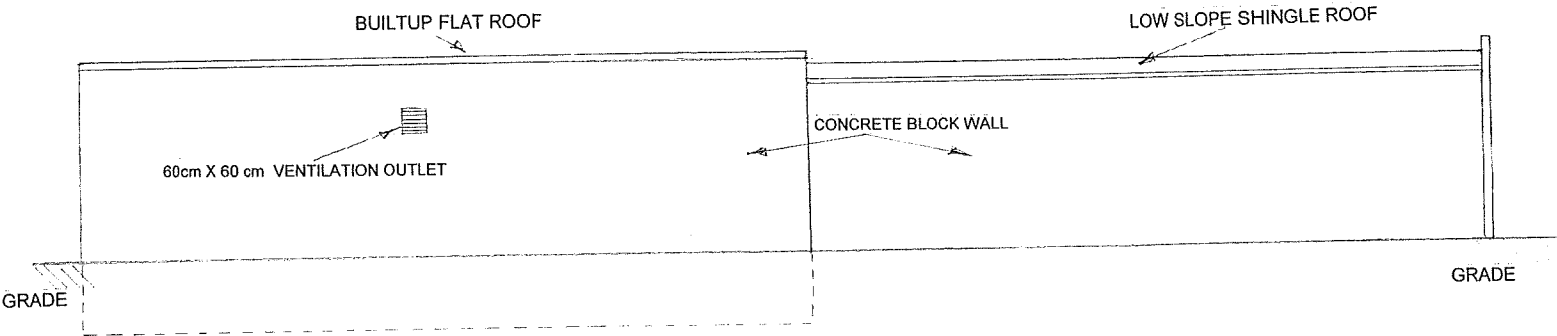


ELEVATIONS OF STRUCTURES ON REFERENCED PROPERTY



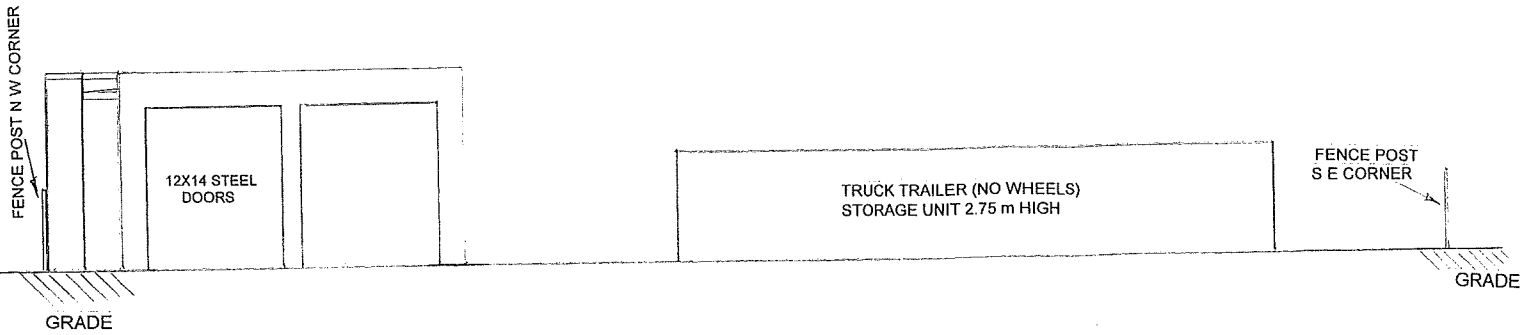
FRONT ELEVATION OF CONCRETE BUILDINGS (APPROX. S)

END ELEVATION OF BUILDING  
FROM APPROX. E SIDE



REAR ELEVATION OF CONCRETE BUILDINGS (APPROX. N)

PROPERTY GRADE SUBSTANTIALLY LEVEL



ELEVATION OF PROPERTY FROM LOTTRIDGE STREET (APPROX. W)

SCALE 1:100

REF: HM/B-19:37