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.: **SC/A-20:135**

APPLICANTS: Lanhack Consultants Inc. c/o S. Pongracz on behalf of the owner 2467737 Ontario Inc.

SUBJECT PROPERTY: Municipal address **196-200 Arvin Ave., Stoney Creek**

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

ZONING: "M2" (General Business Park) district

PROPOSAL: To permit the construction of a new 1248.6m², one storey (plus mezzanine) warehouse building with accessory offices in the rear yard of the existing industrial building notwithstanding that:

1. A 3.0m wide landscaped area which includes a 3.0m wide planting strip shall be provided between the parking area and the street line instead of the minimum required 6.0m wide landscaped area including a 3.0m wide planting strip.

NOTE:

i. This variance is required to facilitate Site Plan Control Application SPA-20-081.

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

DATE: **Thursday, September 10th, 2020**
TIME: **1:25 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.

…/2

MORE INFORMATION

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

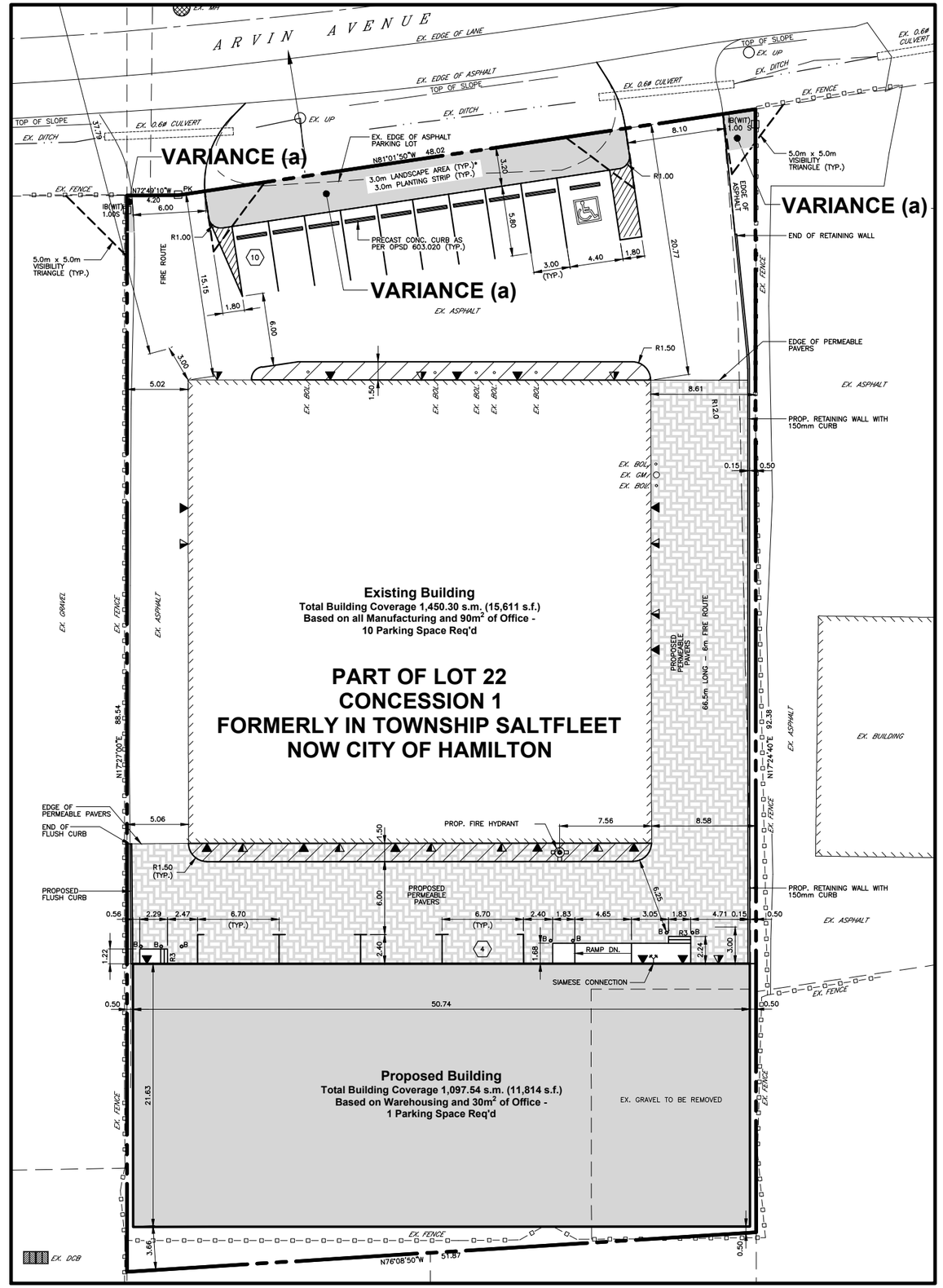
- Visit www.hamilton.ca/committeeofadjustment
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935
- Email Committee of Adjustment staff at cofa@hamilton.ca

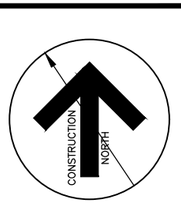
DATED: August 25th, 2020.

_____
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.

VARIANCE (a)	TO PERMIT A 3.0m LANDSCAPE AREA INCLUDING A 3.0m PLANTING STRIP ABUTTING A STREET EXCEPT FOR POINTS OF INGRESS AND EGRESS WHEREAS 6.0m LANDSCAPE AREA INCLUDING A 3.0m PLANTING STRIP IS REQUIRED EXCEPT FOR POINTS OF INGRESS AND EGRESS





Contractor must verify all dimensions on the Project Site and report any discrepancies before proceeding with the Work.

This drawing is a part of the Contract Documents and is to be read in conjunction with all other Contract Documents.

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SOURCE
EXISTING BOUNDARY SURVEY AND TOPOGRAPHICAL INFORMATION OBTAINED FROM BARCH GRENICKE SURVEYING LTD., JOB No. 19-2605, DATED JJANUARY 20, 2020.

THE POSITION OF THE POLE LINES, CONDUITS, WATERMAINS, SEWERS, AND OTHER UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

Issue Record

No.	Description	Date
A	ISSUED FOR MINOR VARIANCE	06/23/20

LICENSED PROFESSIONAL ENGINEER
D.J. HACKING
06/23/20
PROVINCE OF ONTARIO

LANHACK Consultants Inc.
Consulting Engineers
1709 Upper James Street
Hamilton, ON L9B 1K7
Tel: (905) 777-1454
Fax: (905) 336-8142

New Warehouse Buidling

200 ARVIN AVENUE
HAMILTON, ON

Date:	JUNE 2020
Drawn By:	GRW
Checked By:	SMP
Scale:	1 : 400

Minor Variance Sketch

Project No.:	Drawing No.:
20067	SKAS1-1A

Plot Date: 06/23/20
w:\20067\20067 – 200 Arvin Ave\Arch\
20067_Warehouse Sketch.dwg

Hamilton

Committee of Adjustment
City Hall
5th floor 71 Main Street West
Hamilton, Ontario L8P 4Y5

Planning and Economic Development Department
Planning Division

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

PLEASE FILL OUT THE FOLLOWING PAGES AND RETURN TO THE CITY OF HAMILTON PLANNING DEPARTMENT.

FOR OFFICE USE ONLY.

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 [redacted]

1. [redacted]

2. [redacted]

3. [redacted]

4. [redacted]

Note: [redacted] **agent, if any.**

5. Names and addresses of any mortgagees, holders of charges or other encumbrances: NONE

_____ Postal Code _____

_____

_____ Postal Code _____

6. Nature and extent of relief applied for:

TO PERMIT A 3.0m LANDSCAPE AREA INCLUDING A 3.0m PLANTING STRIP ABUTTING A STREET EXCEPT FOR POINTS OF ACCESS WHERE AS A 6.0m LANDSCAPE AREA INCLUDING A 3.0m PLANTING STRIP IS REQUIRED.

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

DUE TO THE EXISTING BUILDING FRONT YARD SETBACK TO ARVIN AVE., A 6.0m WIDE LANDSCAPE AREA WOULD REMOVE OVER HALF OF THE FRONT YARD PARKING SPACES

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

200 ARVIN AVE. PART OF LOT 22, CONCESSION 1
FORMER TOWNSHIP OF SALTFLEET
REG. PLAN 62R-512 PARTS 4 & 5

9. PREVIOUS USE OF PROPERTY

Residential ____ Industrial X Commercial ____

Agricultural ____ Vacant ____

Other ____

9.1 If Industrial or Commercial, specify use

MANUFACTURING

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 X

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 ____ No ____ Unknown X

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 X

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 ____ Unknown X

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 ____ Unknown X

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 X

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

BASIC KNOWLEDGE OF THE AREA

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 [redacted] remediation of contamination on the property [redacted] reason of its approval to this Application.

June 23/20

Date

10. Dimensions of lands affected:

Frontage 48m +/-

Depth 88.5m +/-

Area 0.466 ha

Width of street 26m +/-

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: 1 STOREY, 38.1m +/- WIDE, 38.1m +/- LENGTH 1450.3m² +/- AREA, HEIGHT 5.6 m +/- (MANUFACTURING)

Proposed: 1 STOREY, 50.74m +/- WIDE, 21.68m +/- LENGTH 1097.54m² +/- AREA, HEIGHT 11.6m +/- (PROP. WAREHOUSE) WITH 151.1m² MEZZANINE

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

Existing: 15.15m FRONT, 5.0m +/- WEST SIDE YARD 8.5m +/- EAST SIDE YARD, 32.4m +/- REAR YARD

Proposed: 63.1m +/- FRONT, 0.5m +/- SIDES AND REAR

13. Date of acquisition of subject lands:
5 YEARS +/-

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

15. Existing uses of the subject property: MANUFACTURING

16. Existing uses of abutting properties: MANUFACTURING

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

18. Municipal services available: (check the appropriate space or spaces)

Water ✓ Connected ✓

Sanitary Sewer ✓ Connected ✓

Storm Sewers NO

19. Present Official Plan/Secondary Plan provisions applying to the land:
EMPLOYMENT, BUSINESS PARK

20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:
BY-LAW 05-200 - MZ

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.

[redacted]

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,

[redacted]

(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 23/20
Date

[redacted]

PART 27 PERMISSION TO ENT

Date: JUNE 23/20

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

Dear Secretary/Treasurer;
Re: Application to Committee of Adjustment
Location of Land: 200 ARVIN AVE
(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

[redacted]

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 23 day of JUNE, 20 20.

BETWEEN: [redacted]oper"

-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 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 23 day of June, 20 20

[redacted]

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

SEE ATTACHED SKETCH

SCHEDULE "B"
FORM OF ASSUMPTION AGREEMENT

THIS AGREEMENT dated the 23 day of JUNE 20 20

BETWEEN [redacted]

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]

Assignee:
Title:
I have authority to bind the corporation

CITY OF HAMILTON

Mayor

Clerk