#### 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.:** 

FL/A-20:186

APPLICANTS:

L. & A. Ancona

SUBJECT PROPERTY:

Municipal address 460 Con. 10 Rd. E., Flamborough

ZONING BY-LAW:

Zoning By-law 05-200, as Amended by By-law 15-173

**ZONING:** 

"A2" (Rural) district

PROPOSAL:

To permit the construction of an accessory building comprising 146 square metres located on a residential parcel of land, notwithstanding

that:

- Accessory buildings shall be permitted to be located within the front yard instead of the requirement no accessory buildings or structures shall be located within a front yard.
- A maximum gross floor area of 221 square metres and a maximum building height of 7.0 metres shall be permitted for all building's accessory to the single detached dwelling instead of the requirement that all buildings accessory to a Single Detached Dwelling shall not exceed a maximum gross floor area of 200 square metres and a maximum building height of 6.0 metres.

#### NOTE:

Construction of the proposed accessory building is subject to the issuance of a building permit in the normal manner. Be advised that Ontario Building Code regulations may require specific setbacks and construction types.

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

DATE:

Thursday, October 22nd, 2020

TIME:

1:15 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.

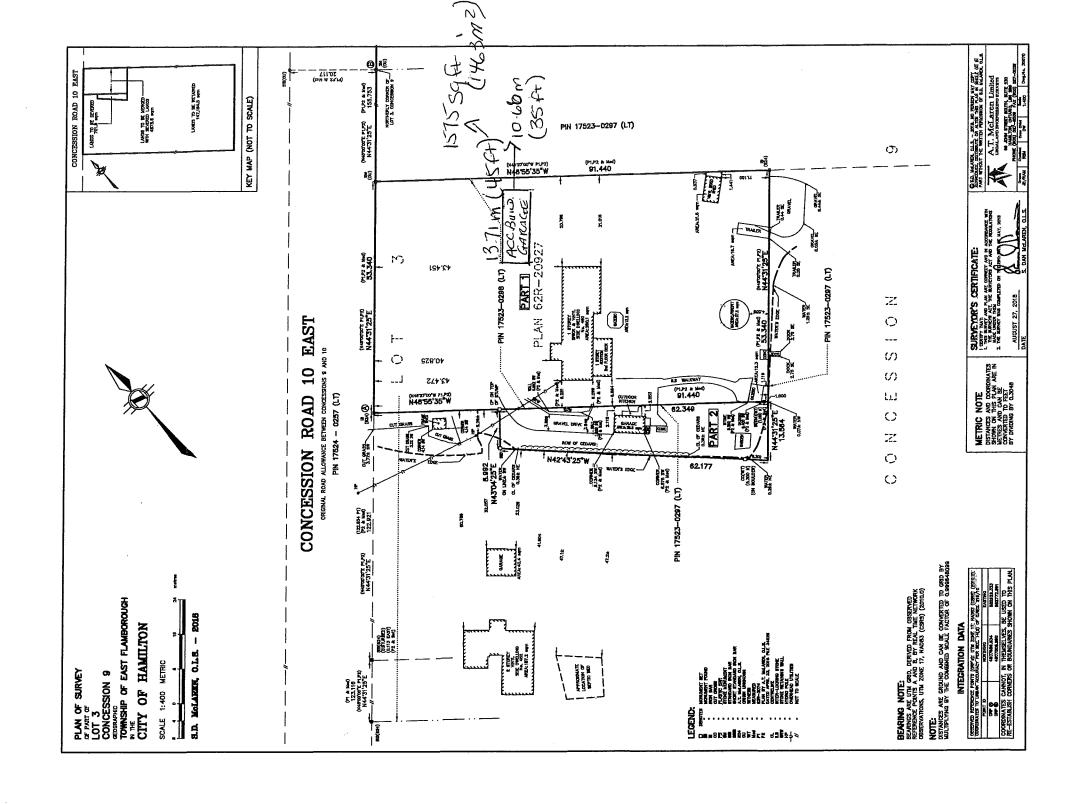
FL/A-20:186 Page 2

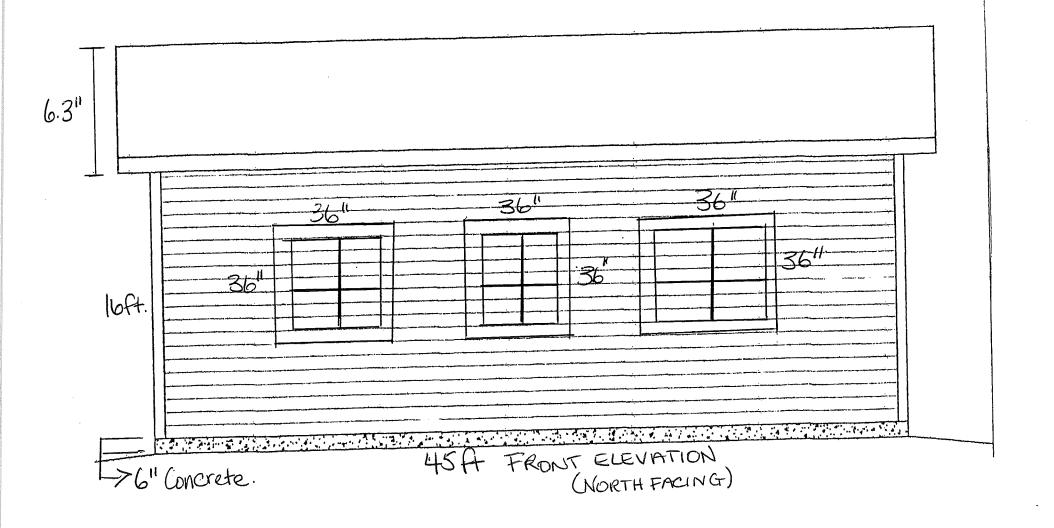
**Orally:** If you would like to speak to this item at the hearing you may do so via video link or by calling in. Please see attached page for complete instructions, including deadlines for registering to participate.

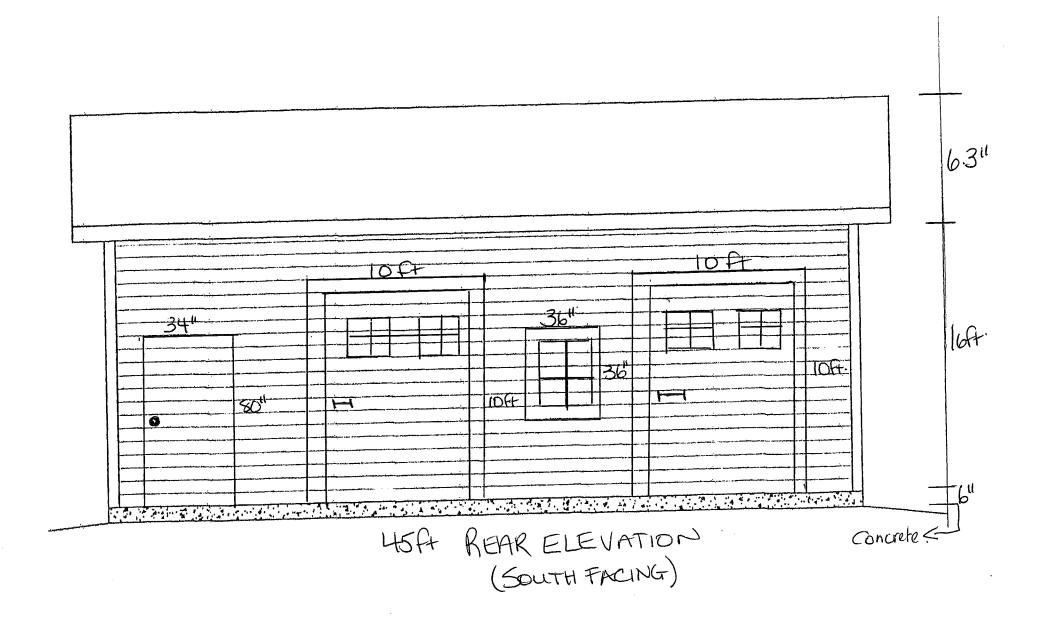
DATED: October 6th, 2020.

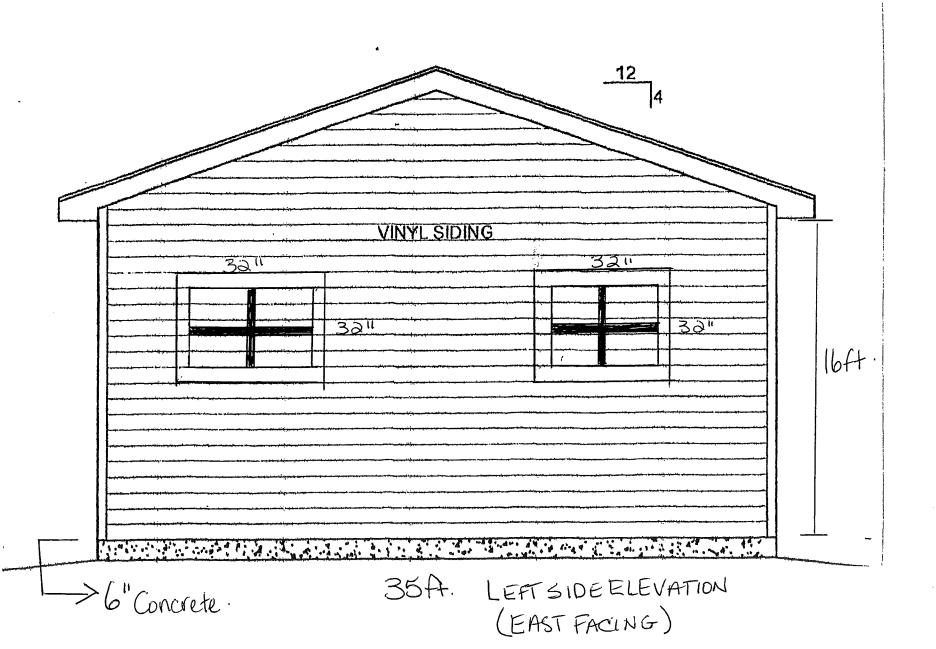
Jamila Sheffield, Secretary-Treasurer Committee of Adjustment

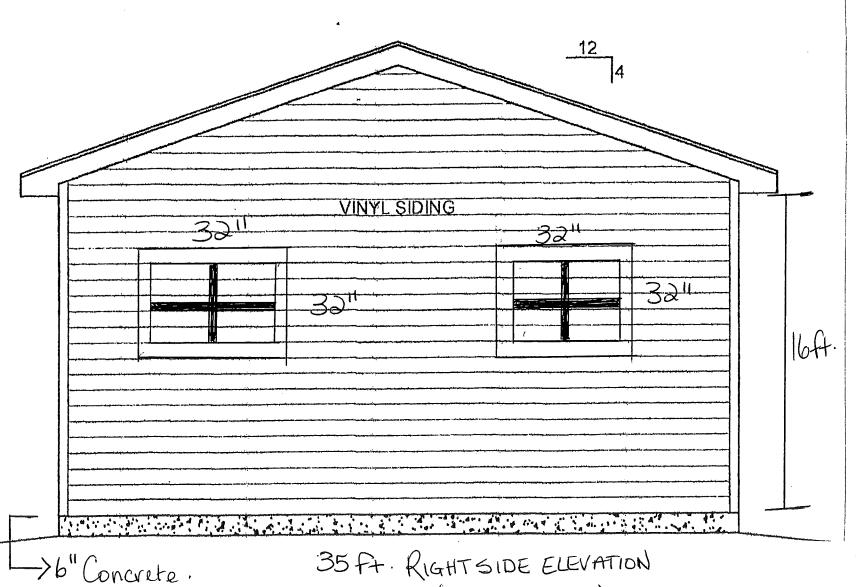
Information respecting this application is being collected under the authority of the Planning Act, R.S.O., 1990, c. P. 13. All comments and opinions submitted to the City of Hamilton on this matter, including the name, address, and contact information of persons submitting comments and/or opinions,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



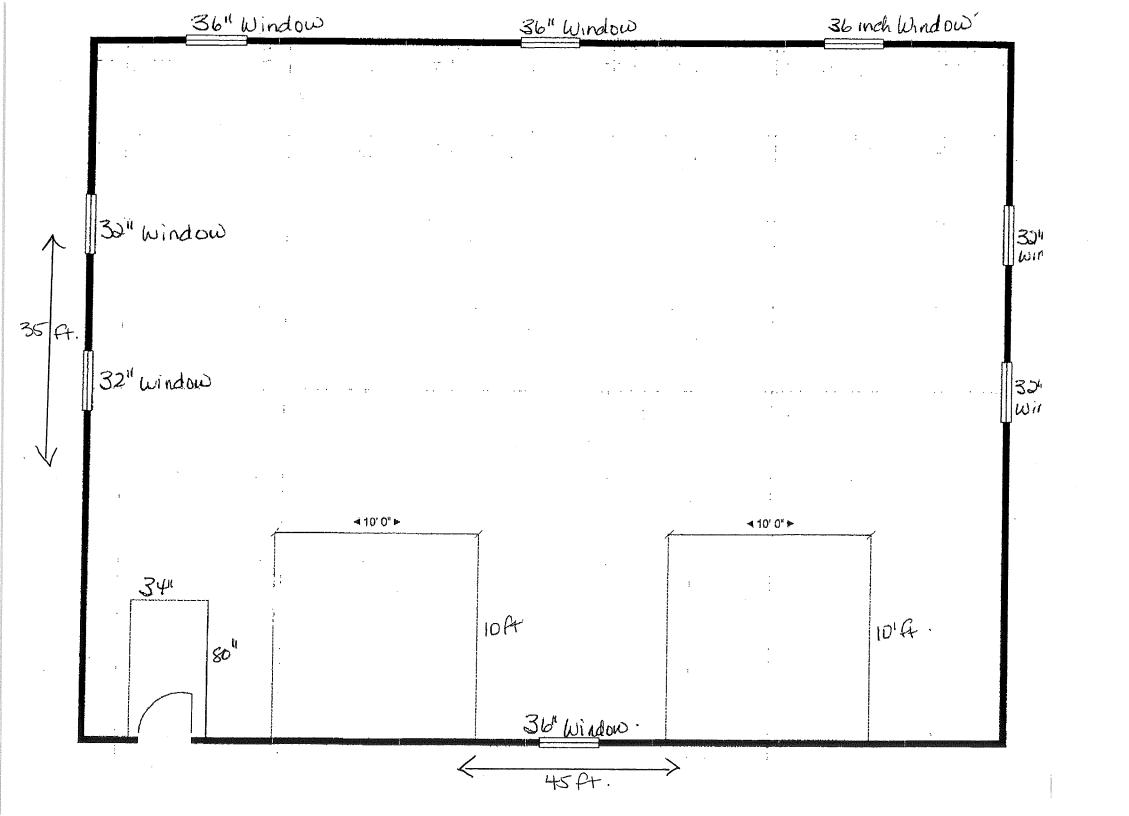


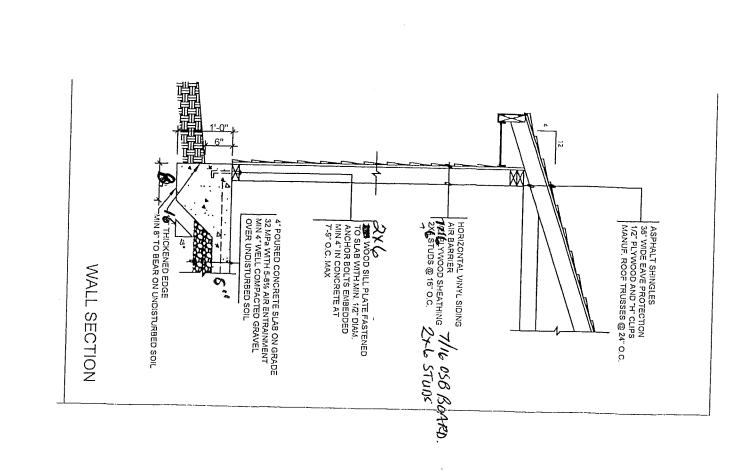






(WEST FACING)

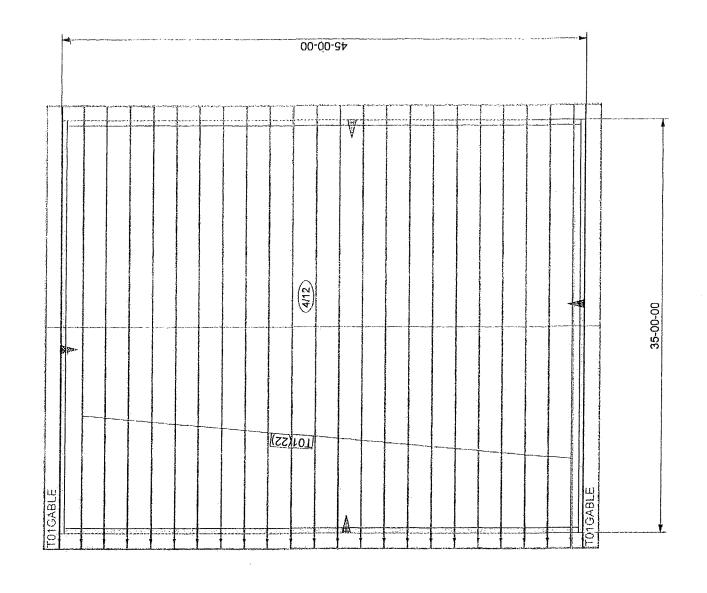




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PLY 1-10-3	3.555 = 3.554 = T.T.    4	DAMENSIONS, SUPPORTS A BUILDING DESIGNARY
ANCONA   TRUSS NAME   QUANTITY ANCONA   T01   22 Roof Trusses & Components Ltd., Rockwood, Ont., NOB 2KO, Harry de Vries -1-2-8 0-0 6-2-6 5-7-13 1	1.15xd // 13 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	DRY No.2 5 5 5 5 5 5 6 0 4.50 3.00 MTZ0 3.5 6.0 4.0 5 0.0 3.5 6.0 MTZ0 3.0 4.0 MTZ0 3.0 4.0 MTZ0 3.0 4.0 MTZ0 3.0 MTZ0 3.0 4.0 MTZ0 3.0 MTZ
ANCONA Roof Trusses & Compo	<u>p.e.</u> √  √  √  √  √  √  √  √  √  √  √  √  √	1.22   1.

ANCONA, TONY 35 X 45 SHOP 10 CONC. EAST, CARISLE





SCALE 1/8" = 1'-0" DATE -AUG 18/ 2020



FOR OFFICE USE ONLY.

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.

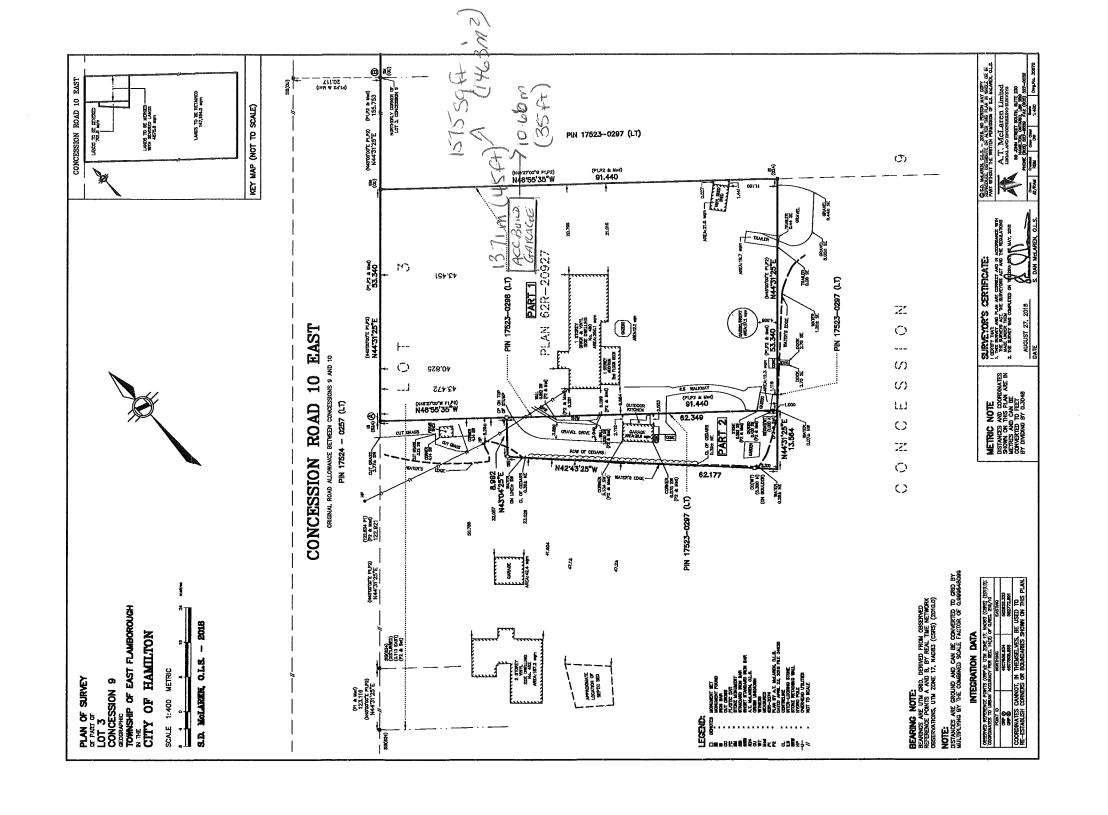
20.18 2544

APPL	ICATION NO. FUA - 20 - 100 DATE APPLICATION RECEIVED SCOT 3/20
PAID	DATE APPLICATION DEEMED COMPLETE
	ETARY'S ATURE
	CITY OF HAMILTON COMMITTEE OF ADJUSTMENT HAMILTON, ONTARIO
	The Planning Act
	Application for Minor Variance or for Permission
under	ndersigned hereby applies to the Committee of Adjustment for the City of Hamilton Section 45 of the <i>Planning Act</i> , R.S.O. 1990, Chapter P.13 for relief, as described in oplication, from the Zoning By-law.
4.	Address
	Postal Code
Note:	Unless otherwise requested all communications will be sent to the agent, if any.
5.	Names and addresses of any mortgagees, holders of charges or other encumbrances:
	Postal Code
	Postal Code

,	TO BUILD AN ACCESSORY BUILDING (GARAGE)
	NORTH EAST SIDE OF PROPERTY
-	Why it is not possible to comply with the provisions of the By-law?  THE AREA CONSIDERED IS THE FRONT
	YARD OF THE PPOPERTY.
-	Legal description of subject lands (registered plan number and lot number or other legal description and where applicable, street and street number):
	460 CONCESSION 10 RD EAST
	TEU CONCESSION TO RU EAST
	PREVIOUS USE OF PROPERTY
	Residential Commercial
	Agricultural Vacant
	Other
	If Industrial or Commercial, specify use
2	Has the grading of the subject land been changed by adding earth or other material, i.e. has filling occurred?
	Yes No Unknown
}	Has a gas station been located on the subject land or adjacent lands at any time?  Yes No Unknown
1	Has there been petroleum or other fuel stored on the subject land or adjacent lands?
	Yes No Unknown
5	Are there or have there ever been underground storage tanks or buried waste on the subject land or adjacent lands?
	Yes No Unknown
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
,	Have the lands or adjacent lands ever been used as a weapon firing range?
5	Yes No Unknown
3	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 <u>V</u> 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
544	
9.11	What information did you use to determine the answers to 9.1 to 9.10 above?  SPOKE TO PREVIOUS OWNER MRS. VANDAM
	THAT LINED HERE SINCE 1963. WE HAVE LIVED HERE SINCE 2063.
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
	·
l ackr	NOWLEDGEMENT CLAUSE  nowledge that the City of Hamilton is not responsible for the identification and
reme	diation of contamination on the property which is the subject of this Application – by
10.	Dimensions of lands affected:
	Frontage53.340 m
	Depth 91.440 m
	Area 48-77 m 2
	Width of street 20 m +
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: RESIDENITAL HOME - 260,154 m2 (2800 59 FT)
	Detached Garage - 28.6 Sam (307 Saft)
	Viny Shed - 21.6 som (232 sq ft)
	Proposed: ACCESSORY BUILDING (GARAGE)
	[ENGTH 13.716 M (45A)
	WIDTH - 10.668m (35At)
	AREA - 146.32 m2
12.	Location of all buildings and structures on or proposed for the subject lands; (Specify distance from side, rear and front lot lines)
	Existing: House - 43.451 m (142.5At) from road Eastslide from house to
	prop line -21 m (69A) Westside from home to prop line -6.28m (20.6 A)
	Southside -11.8 sam (3875afr) pastside - 1.44m (4.72 mm) - from Vinyl Shide
Mino	Variance Application Form (January 1, 2020)  Page 3 pounce.
	45.89m(150.5ft)

ATMAI DROG - U	northside from Stad to rd 76m (249.3 ft).
	CCESSORY BUILDING (GARAGE)
BULLDING	TO ROAD - 25m (82.02 A) WEST SIDE TO BUILD
East side of	Chalding to prop line (34.07 ft) 10.38 m.
<u> </u>	(South) to building-(200A) 60m.
`	tion of subject lands:
	JUNE 2003.
Date of constru	ction of all buildings and structures on subject lands:
Existing uses of	f the subject property:
RESIDE	ENTIAL HOME / AGRICULTURAL
_	f abutting properties:
	DENSITY RESIDENTIAL /AGRICULTURAL
Length of time t	the existing uses of the subject property have continued:
	SINCE 1974.
Present Official	Plan/Secondary Plan provisions applying to the land:  RURAL / AGRICULTURAL
Present Restric	eted Area By-law (Zoning By-law) provisions applying to the land:
	previously applied for relief in respect of the subject property?
Has the owner	previously applied for relief in respect of the subject property?  Yes  No
Has the owner	previously applied for relief in respect of the subject property?
Has the owner	previously applied for relief in respect of the subject property?  Yes  No
Has the owner   If the answer is	previously applied for relief in respect of the subject property?  Yes  No  yes, describe briefly.
Has the owner   If the answer is	previously applied for relief in respect of the subject property?  Yes  No  yes, describe briefly.  property the subject of a current application for consent under Section aing Act?
Has the owner    If the answer is	previously applied for relief in respect of the subject property?  Yes No syes, describe briefly.  Property the subject of a current application for consent under Section



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.



A Commissioner, etc.

#### PART 25 OWNERS AUTHORIZATION

registered Owner of the land contents of this application a	ation, I (NAME)	d I have examined the ion submitted with the
	of	
	atter and to provide any of my person collected during the processing	
DATE	SIGNED	

#### PART 26 CONSENT OF THE OWNER

Complete the consent of the owner concerning personal information set out below.

<u>Consent of Owner to the Disclosure of Application Information and Supporting</u>

<u>Documentation</u>

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

nowledge

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.

August 29, 2020

PART 27 PERMISSION TO ENTER

Date: august 28, 2020

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

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 460 CONCESSION 10 RD EAST (Municipal address) FREELTON L8BIH6.

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

Note: The Committee of Adjustment requires that all properties be identified with the municipal address clearly visible from the street. Where there is no municipal address or the property is vacant then the property shall be identified in accordance with the Committee's policy included on the back of the Application Form. Failure to properly identify the subject property may result in the deferral of the application.

#### PART 28 COLLECTION OF INFORMATION

The personal information contained on this form is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P.13, and will be used for the purpose of processing the application. This information will become part of the public record and will be made available to the general public. Questions about the collection of this information should be directed to the Coordinator of Business Facilitation, Planning and Economic Development Department, City of Hamilton, 1st floor, 71 Main Street West, City Hall, Hamilton, Ontario, Telephone: 905-546-2424, ext.1284.

# CITY OF HAMILTON COST ACKNOWLEDGEMENT AGREEMENT

This Agreement made this	28	_ day of .	AUGUST	, 20 <u>Q</u> O
BETWEEN:				
		<b>-</b> a	nd-	

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 Allers A
- (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.
- 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.
- 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	this	day of	, 20
WITNESS		Per: I have authority to t	oind the corporation.
WITNESS		Per: I have authority to	bind the corporation
DATED at Hamilton, Ont	ario thiso	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	28	_day of <u>Au</u>	GUST	20 <u>೩೦</u>
BETWEEN				
(he	ereinafter called t	ne "Owner)		
	-and-		OF THE	FIRST PART
(her	einafter called the	e "Assignee")		
	-and-		OF THE SE	COND PART
(here	CITY OF HAM inafter called the			
			OF THE	THIRD PART

WHEREAS the owner and the Municipality entered into and executed a Cost Acknowledgement Agreement dated August 282020

**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.

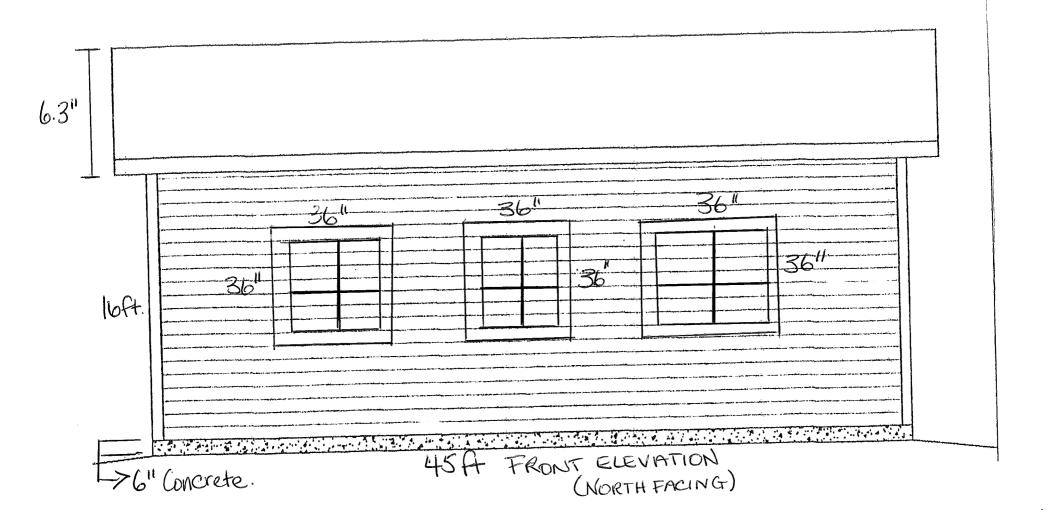
- The Assignee covenants and agrees to accept, assume and to carry out the Owner's duties, liabilities and responsibilities under the Cost Acknowledgement Agreement and in all respects to be bound under said Cost Acknowledgement Agreement as if the Assignee had been the original party to the agreement 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.

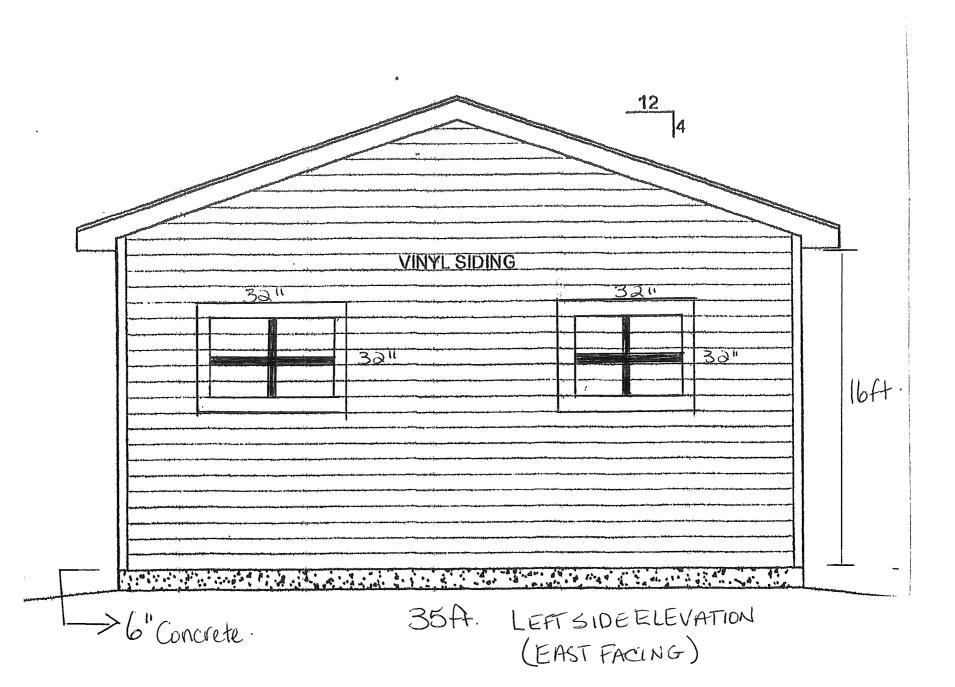
### SIGNED, SEALED AND DELIVERED

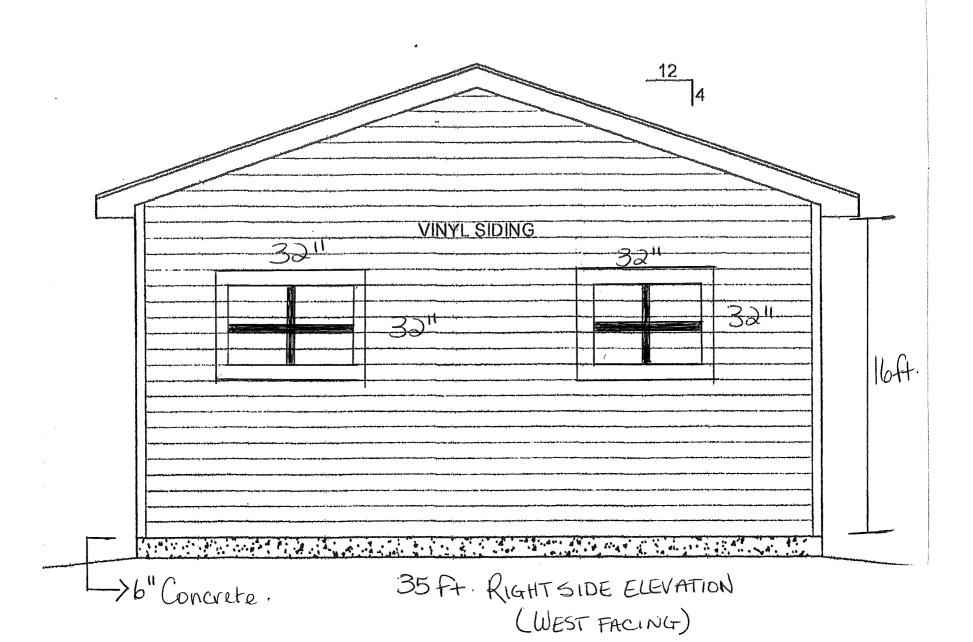
	c/s
Assignee: Title:	
I have authority to bind the corporation	
CITY OF HAMILTON	

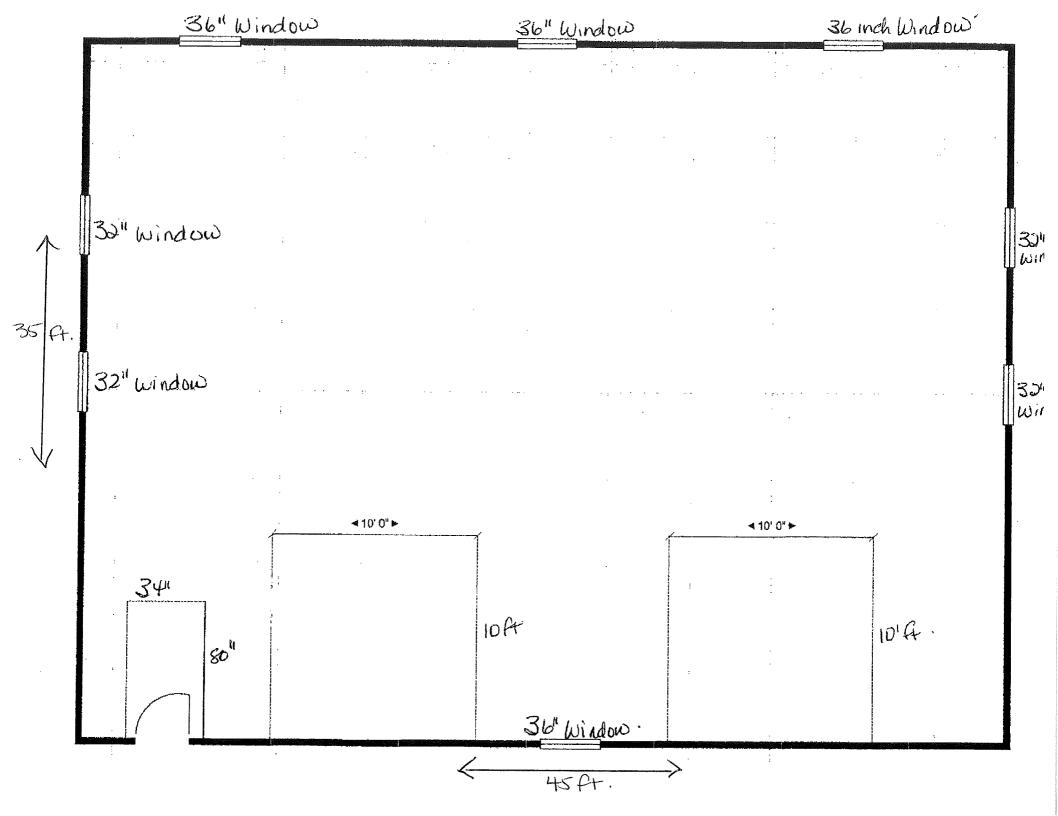


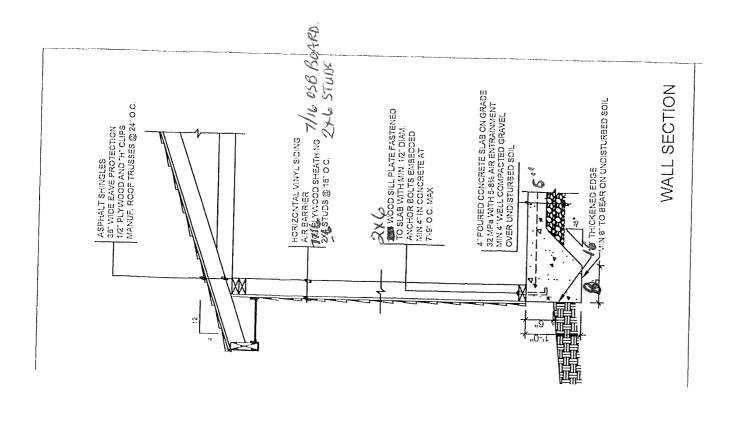


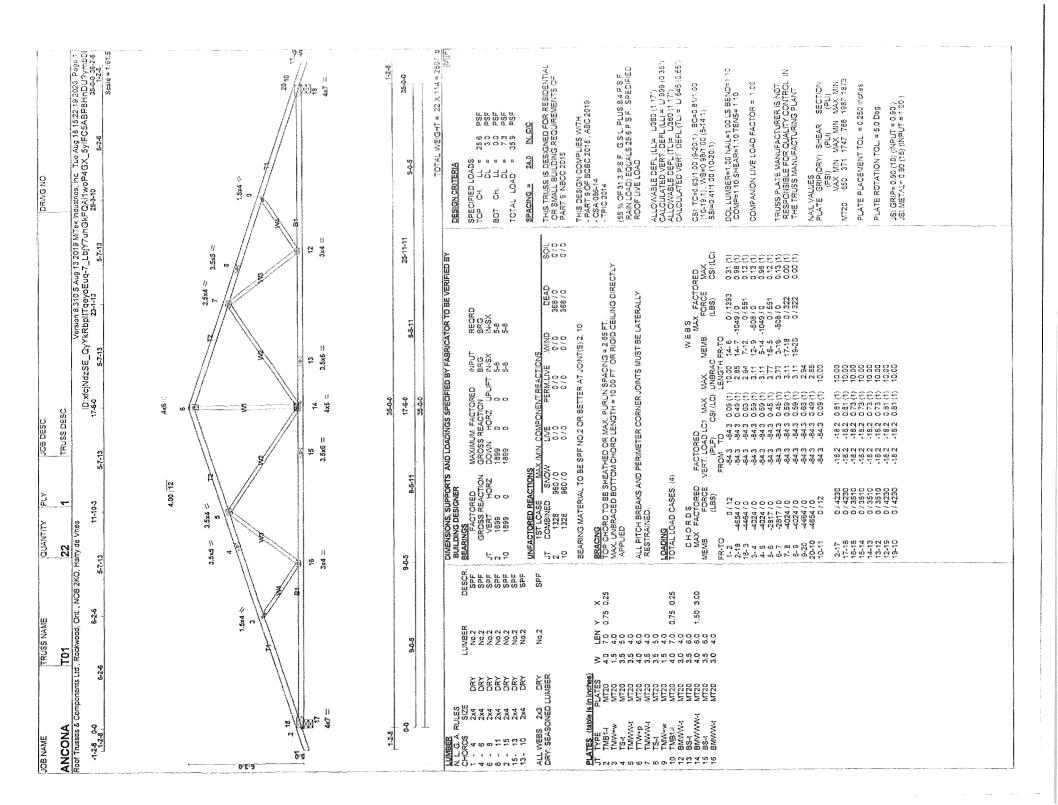
45A REAR ELEVATION (SOUTH FACING)











ANCONA, TONY 35 X 45 SHOP 10 CONC. EAST, CARISLE



