

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.: FL/A-20:188

APPLICANTS: J. & C. DiCecca

SUBJECT PROPERTY: Municipal address **14 Braeheid Ave. Flamborough**

ZONING BY-LAW: Zoning By-law 90-145-Z, as Amended

ZONING: "R4" (Urban Residential) (Semi detached and Link) Zone

PROPOSAL: To permit the construction of a proposed inground swimming pool and a shed to be located in the rear yard of the existing single-family dwelling notwithstanding that;

1. A minimum of 1.0 m setback shall be provided for the inground pool on the northerly side lot line abutting the property at 16 Braeheid Avenue; and
2. A minimum of 0.4 m setback shall be provided on the easterly rear lot line abutting the property at 75 Royaledge Way; and
3. A minimum of 0.4 m setback shall be provided on the southerly side lot line abutting the property at 12 Braeheid Avenue.

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

DATE: Thursday, October 22nd, 2020

TIME: 1:20 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:

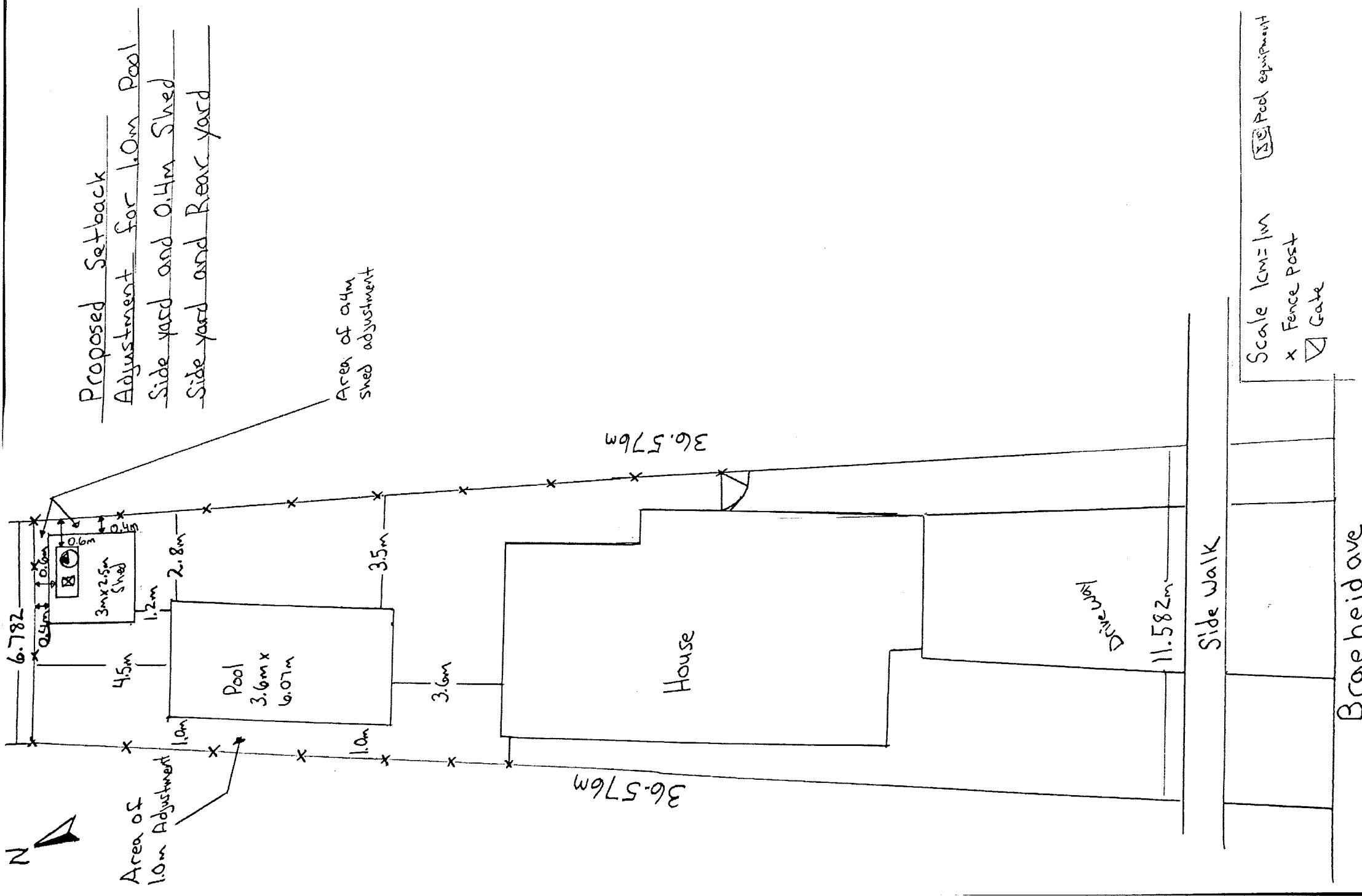
- Visit www.hamilton.ca/committeeofadjustment
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935
- Email Committee of Adjustment staff at cofa@hamilton.ca

DATED: 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.





Hamilton

Planning and Economic Development Department
Planning Division

Committee of Adjustment

City Hall
5th 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.**

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 application, from the Zoning By-law.

FAX NO. _____ E-mail address. _____

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: BMO, 95 Dundas st East

Dundas. Postal Code L9H 7G1

_____ Postal Code _____

6. Nature and extent of relief applied for:

We are installing a inground pool and the setbacks set forth for flamborough side yard are 1.8m. The Application for relief is for a 1.0m Side yard Variance. We also plan to build a shed and need relief for 0.4m Side yard and 0.4m rear yard.

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

___The Shape our back yard is irregular which limits the use to either side along the pool side. If the pool can be pushed 0.8m to the west side we can utilize the east side of the yard. Having the shed 0.4m to the side and rear yard gives additional walkway.

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

14 Braeheid ave Waterdown

PCL 123-1, sec 62M351; PT LT 123 PL 62 M351, Part 7, 62R6909; Flamborough City of Hamilton

9. PREVIOUS USE OF PROPERTY

Residential ☒ Industrial ☐ Commercial ☐

Agricultural ☐ Vacant ☐

Other _____

9.1 If Industrial or Commercial, specify use _____ Residential _____

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?
Property has been used for residential purposes _____

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

Is the previous use inventory attached? Yes _____ No _____

ACKNOWLEDGEMENT CLAUSE

I acknowledge that the City of Hamilton is not responsible for the identification and
_____ by

10. Dimensions of lands affected.

Frontage 11.6m

Depth 36.5m

Area 303 m2

Width of street 8.73m

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: Only building located on the property is the house. 94m2, 2 stories

Proposed: NA

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 drawing

Proposed: See, Drawing

13.

Date of acquisition of subject lands: 2010

14. Date of construction of all buildings and structures on subject lands: 1984

15. Existing uses of the subject property: Residential Home

16. Existing uses of abutting properties: _____ Residential _____

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

____ 36 years _____

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

Water _____ x _____ Connected

Sanitary Sewer _____ x _____ Connected

Storm Sewers x

19. Present Official Plan/Secondary Plan provisions applying to the land:

____ R4 (Urban Residential – Semi-detached & Link) Zone

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

____ OP, Designation - Neighbourhoods (Pool enclosure by law for flamborough setbacks) .

21. Has the owner previously applied for relief in respect of the subject property?

Yes

No x

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

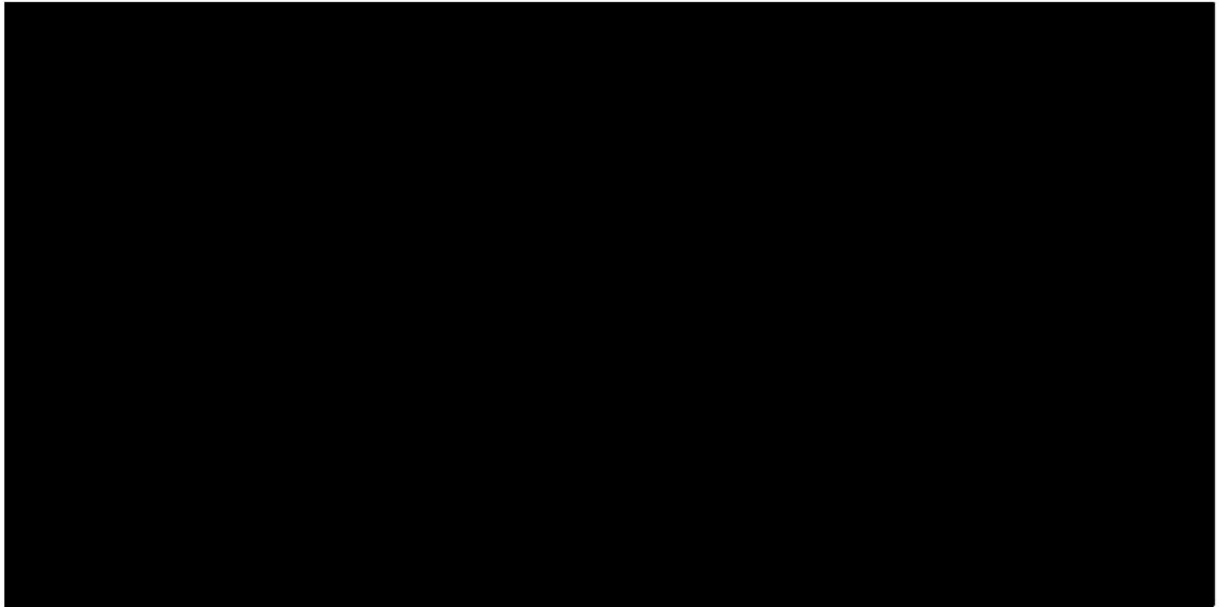
No x

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

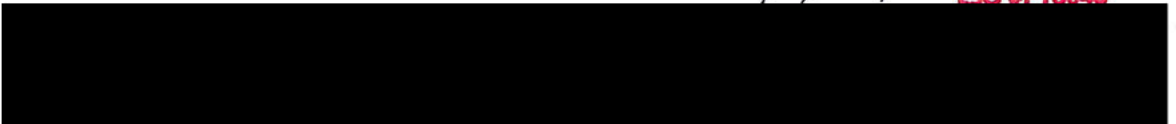
referred to in Section 5 and be accompanied by the appropriate fee in cash or by cheque made payable to the City of Hamilton.

PART 24 AFFIDAVIT OR SWORN DECLARATION



A Commissioner, etc.

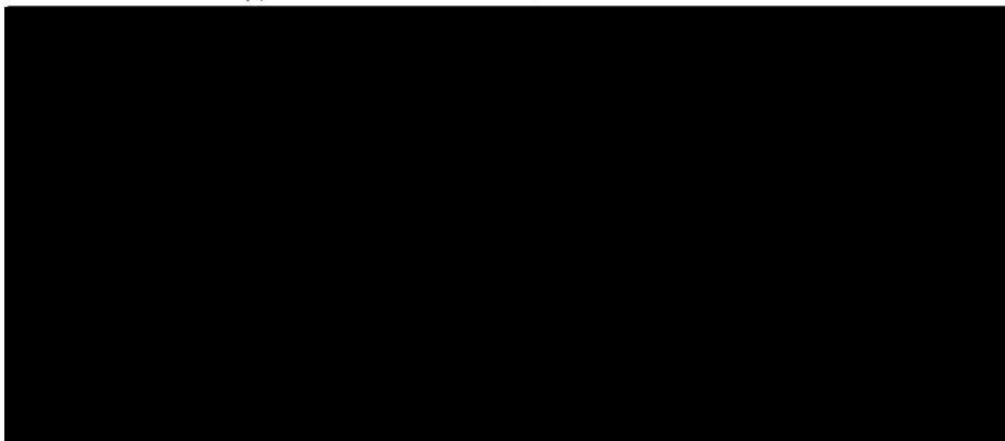
Province of Ontario,
while a licensed Paralegal.
LSO #P16040



application is correct insofar as I have knowledge of these facts, and I hereby authorize:

_____ of _____

to act as my agent in this matter and to provide any of my personal information that will be included in this application or collected during the processing of the application.



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 20 2020

Date

PART 27 PERMISSION TO ENTER

Date: __August 20 2020__

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

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: __14 braeheid ave _Waterdown__

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

August _____, 20____

_____ hereinafter referred to as the "Developer"

-and-

City of Hamilton

hereinafter referred to as the "City"

WHEREAS the Developer represents that he/she is the registered owner of the lands described in Schedule "A" attached hereto, and which lands are hereinafter referred to as the "lands";

AND WHEREAS the Developer has filed for an application for a (circle applicable) consent/rezoning/official plan amendment/subdivision approval/minor variance.

AND WHEREAS it is a policy of the City that any City costs associated with an appeal to the Local Planning Appeal Tribunal, by a party other than the Developer, of an approval of a consent, rezoning, official plan amendment, plan of subdivision, and/or minor variance, such as, but not limited to, legal counsel costs, professional consultant costs and City staff costs, shall be paid by the Developer.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two dollars (\$2.00) now paid by the City to the Developer, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. In this Agreement:

- (a) "application" means the application(s) for a (circle applicable) consent/rezoning/official plan amendment/subdivision approval or minor variance dated August 20 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

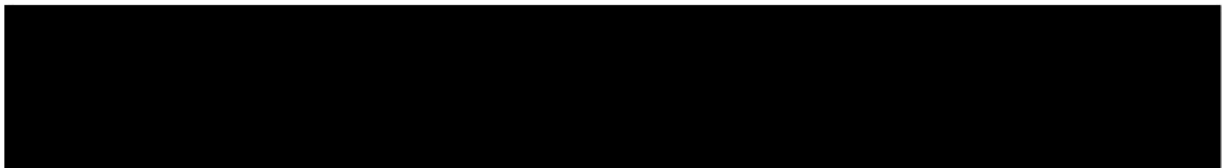
2. The City agrees to process the application and, where the application is approved by the City but appealed to the Local Planning Appeal Tribunal by a party other than the Developer, the Developer shall file an initial deposit, in the form of certified cheque or cash with the General Manager, Finance & 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.



WITNESS

J

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

SCHEDULE "B"
FORM OF ASSUMPTION AGREEMENT

THIS AGREEMENT dated the _____ day of _____ 20 ____.

BETWEEN

(hereinafter called the "Owner")

OF THE FIRST PART

-and-

(hereinafter called the "Assignee")

OF THE SECOND PART

-and-

CITY OF HAMILTON
(hereinafter called the "Municipality")

OF THE THIRD PART

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

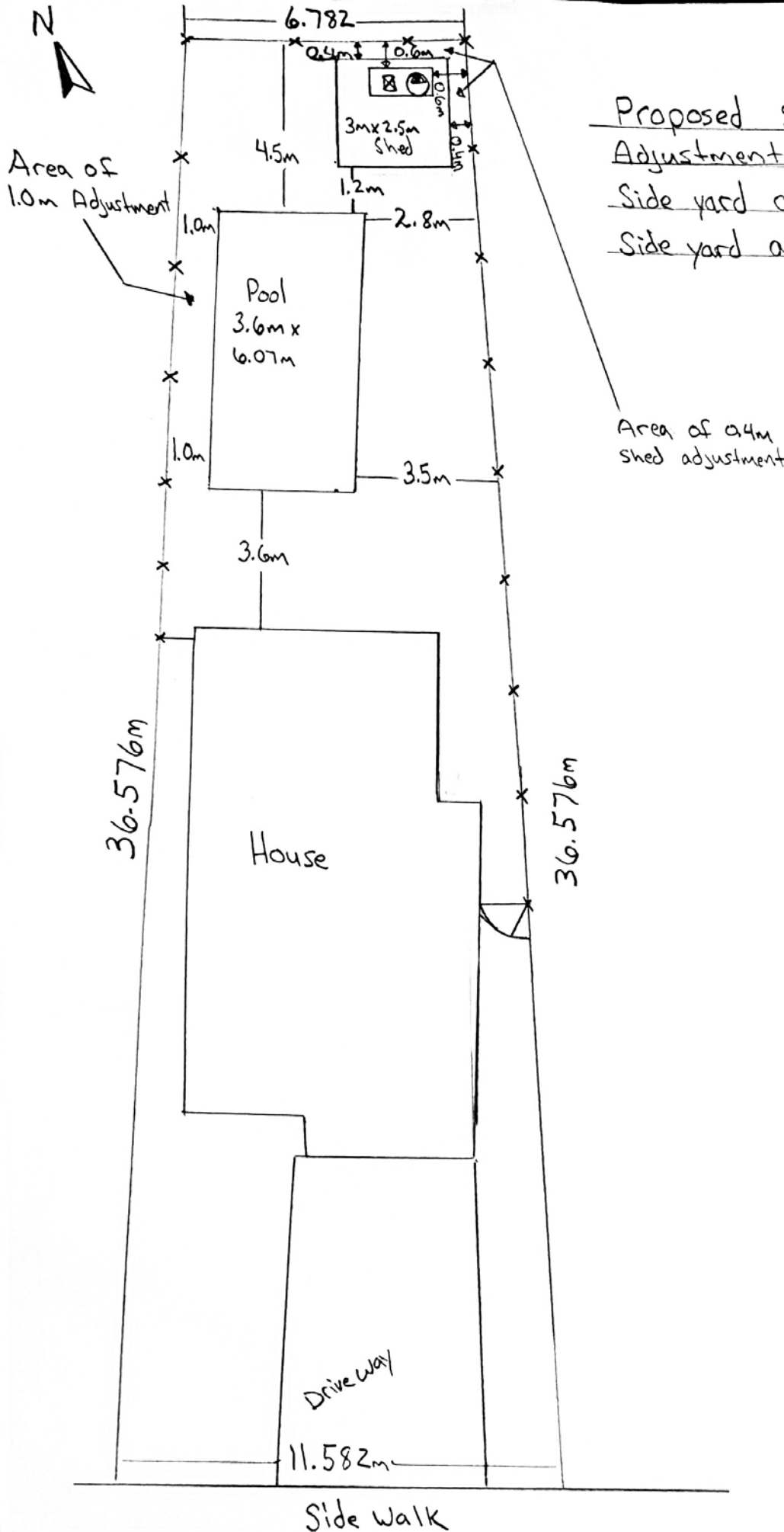
Owner:
Title:
I have authority to bind the corporation

Assignee:
Title:
I have authority to bind the corporation

CITY OF HAMILTON

Mayor

Clerk



Proposed Setback
Adjustment for 1.0m Pool
Side yard and 0.4m Shed
Side yard and Rear yard

Area of 0.4m
shed adjustment

36.576m

36.576m

House


Driveway

11.582m

Side walk

Braeheid ave

Scale 1cm = 1m

 Pool equipment

x Fence post

□ Gate