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.:

AN/A-20:185

APPLICANTS:

Ian Young, owner

SUBJECT PROPERTY:

Municipal address 33 Enmore Ave., Ancaster

ZONING BY-LAW:

Zoning By-law 87-57, as Amended

ZONING:

"ER" (Existing Residential) district

PROPOSAL:

To permit the construction of a new 4.06m² addition along with an unenclosed porch in the front yard of the existing single detached

dwelling notwithstanding that:

1. A minimum front yard setback of 4.7m shall be provided instead of the minimum required front yard of 5.0m

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

DATE:

Thursday, October 22nd, 2020

TIME:

2:45 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 <u>www.hamilton.ca/committeeofadjustment</u>
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935

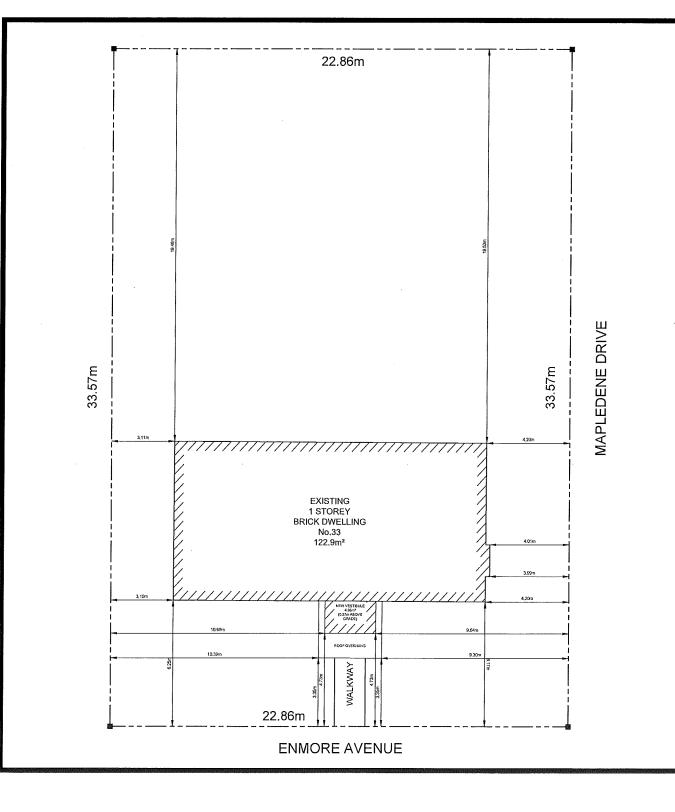
AN/A-20:185 Page 2

• Email Committee of Adjustment staff at cofa@hamilton.ca

DATED: October 6th, 2020.

Jamile 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.

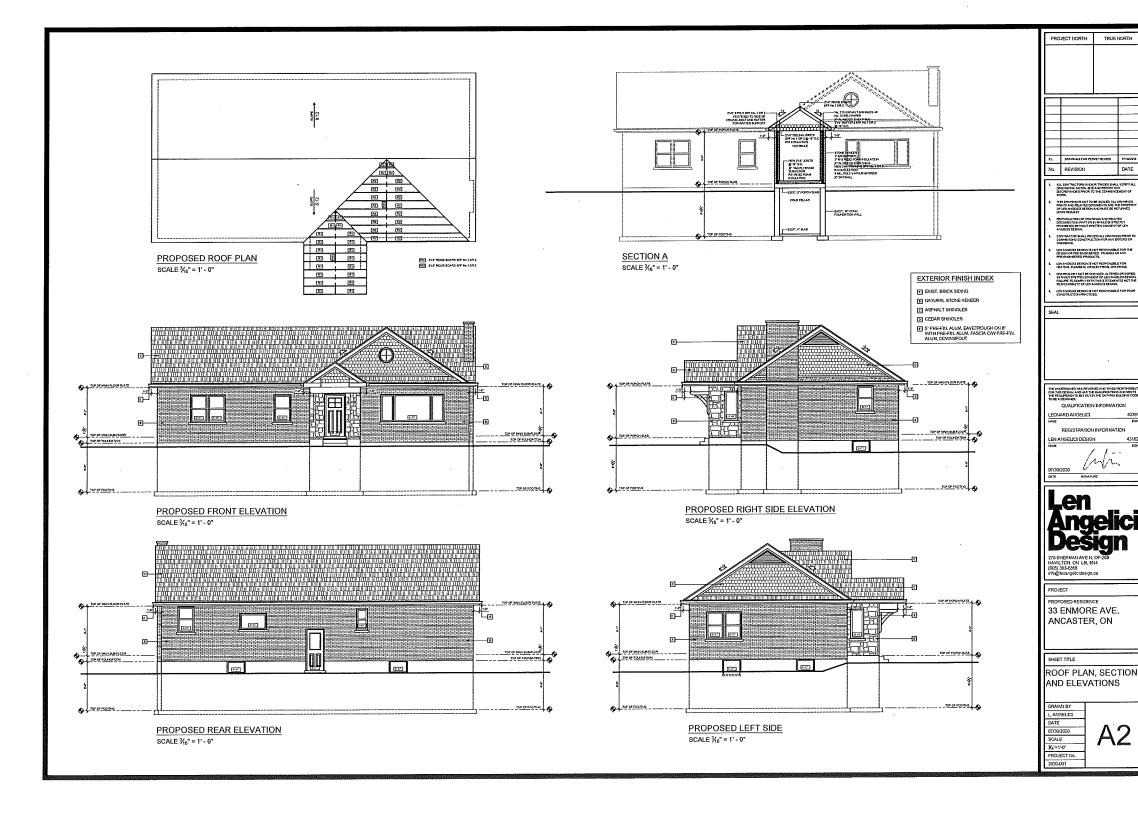


SITE DATA ZONE: ER LOT AREA: 767.61m² EXISTING DWELLING FOOTPRINT: 122.9m² NEW VESTIBULE: 4.06m² TOTAL AREA: 126,96m² LOT COVERAGE: 16.5% **BUILDING HEIGHT** No. of STOREYS: SETBACKS FRONT: 3.35m LEFT SIDE: 10.39m RIGHT SIDE: 9.30m

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(905) 39	ERMAN AVE N. C ON, ON LEL EN A 3-8668 nangeficidesign. ca		l

33 ENMORE AVE. ANCASTER, ON

SHEET TITLE SITE PLAN



DATE



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.

20.182515

FOR	OFFICE USE ONLY
APP	LICATION NO. AND DATE APPLICATION RECEIVED SEPT. 8/20
PAID	DATE APPLICATION DEEMED COMPLETE
SEC	RETARY'S IATURE
	CITY OF HAMILTON COMMITTEE OF ADJUSTMENT HAMILTON, ONTARIO
	The Planning Act
	Application for Minor Variance or for Permission
unde	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.
1.	
3.	FAX NOE-mail address
	Address
	Postal Code
Note:	Unless otherwise requested all communications will be sent to the agent, if any.
5.	

6.	Nature and extent of relief applied for:
	The building department has flagged
	that a front or side yard setback
	is deficient we need permission to
	enclose a porch with a 1.5m roof overhance
	enclose a porch with a 1.5m roof overhang.
7.	Why it is not possible to comply with the provisions of the By-law?
	We are enclosing a porch but the
	existing setloder is already
	- non-compliant.
0	
8.	Legal description of subject lands (registered plan number and lot number or other legal description and where applicable, street and street number):
	Plan Number 919, Lot 5
	33 Enmore Ave, Ancaster
	- A SIMMOR FIVE, FINCASTER
_	
9.	PREVIOUS USE OF PROPERTY
	Residential Industrial Commercial
	Agricultural Vacant
	Other
9.1	If Industrial or Commercial, specify use
	NIA
9.2	Has the grading of the subject land been changed by adding earth or other
	material, i.e. has filling occurred?
9.3	
0.0	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 _V 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 Unknown

9.10	former uses on the site or adjacent sites?
9.11	Yes No Unknown What information did you use to determine the answers to 9.1 to 9.10 above?
	General Knowledge of the neighbourhood
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 acknown remediately reason	NOWLEDGEMENT CLAUSE nowledge that the City of Hamilton is not responsible for the identification and diation of contamination on the property which is the subject of this Application – by n of its approval to this Application.
(lu	w.25,2020
10.	Dimensions of lands affected:
	Frontage 3d. Nom
	Depth 33.5 [m] Area 7(27,101,m39)
	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: 1 Storey house Floor Area 1229ms
	Length: 51'1"
	width 25'10"
	Proposed: Enclosing Porch 4.06 msg
	- Koot overhang of 1. Im extending
	Over porch
	New Floor Area 1269msg
12.	Location of all buildings and structures on or proposed for the subject lands; (Specify distance from side, rear and front lot lines)
	Existing: Front 4.73 m House: 6.25 m
	Pach: Left 10,39 m left: 3:10 m
	right 9.3 m Right 4.20m
	J
	Proposed: Front 3.35m House remains
(Josephi Left 10.39m the same
Y	Right 9.3 m

13.	- and a doquisition of subject lands:
	- May 15,2015
14.	Date of construction of all buildings and structures on subject lands:
15.	Existing uses of the subject property: residential
16.	Existing uses of abutting properties. Vacaily 1
	Existing uses of abutting properties: residential
17.	Length of time the existing uses of the subject property have continued:
18.	Municipal services available: (check the appropriate space or spaces)
	Water Connected
	Sanitary Sewer Connected
40	Storm Sewers
19.	Present Official Plan/Secondary Plan provisions applying to the land: Schedule E and E-1: Neigh bour hoods
20.	Present Restricted Area By-law (Zoning By-law) provisions applying to the land:
	Existing Kesidential "Epi" 70-01
21.	Anaster, 200 ing By-law No. 87-5
	Has the owner previously applied for relief in respect of the subject property? Yes
	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 <i>Planning Act</i> ?
	Yes
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

HAMILTON	in the PROVINCE	0./5001	c
- HAMMICION	in the PROVINCE	of ONTARIO	
solemnly declare that:			
		solemn declaration conscien ne force and effect as if mad	
Declared before me at the at the $\frac{C/7/4}{Ca}$ of	BURLINGTON		
in the PROVINCE			
/ IL IT V/ V \ / I			
PART 25 OWNERS A	AUTHORIZATION		
As of the date of this appli	ication L(NAME)		am the
registered Owner of the la	mas describea in mis addiic	ation, and I have examined:	me
		ation, and I have examined information submitted with	
contents of this application	n and hereby certify that the		the
contents of this application	n and hereby certify that the	information submitted with	the
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PART 27 PERMISSION TO ENTER

Date: Hua) 5/20

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

Dear Secretary/Treasurer;

Re:

Application to Committee of Adjustment

Location of Land: 33 ENMUREAVE AMCASTER

(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.



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	day of	, 20
BETWEEN:		
Applicant's name(s	hereinafter referred to as the	e "Developer"
	-and-	
City of Hamilton	hereinafter referred to as the	e "City"
WHEREAS the Developer repres described in Schedule "A" attach as the "lands";	•	
AND WHEREAS the Developer I consent/rezoning/official plan am		

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.
- 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.

- 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.
- 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.
- 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.
- 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 attl	his	day of	, 20
WITNESS		Per: I have authority to bind the corpo	eration.
WITNESS		Per: I have authority to bind the corpo	
DATED at Hamilton, Ontario this	sda	y of, 20_	
•		f Hamilton	
	Per:	Mayor	
	Per:	Clerk	

Schedule "A" Description of Lands

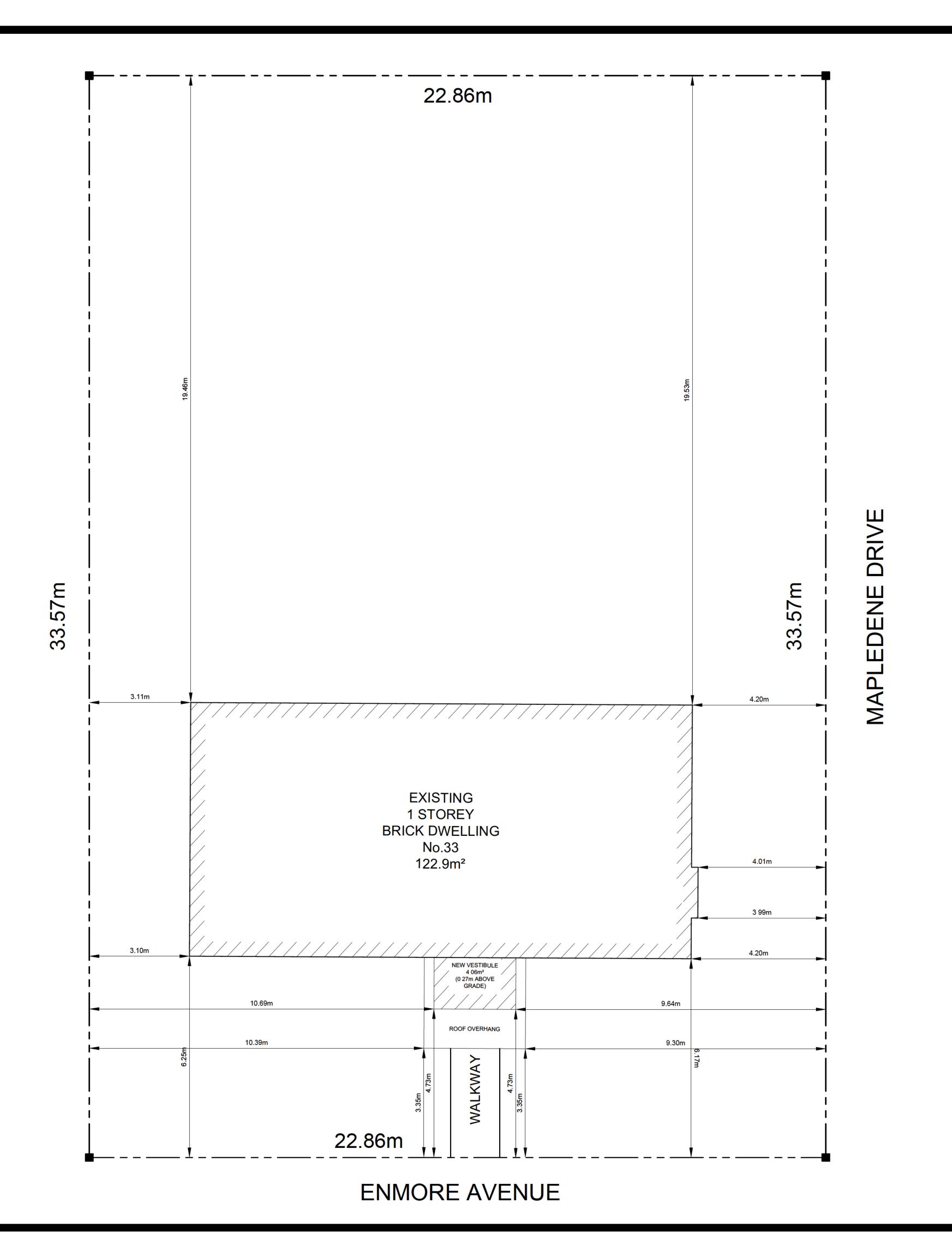
SCHEDULE "B" FORM OF ASSUMPTION AGREEMENT

THIS	AGREEMENT dated the	day of	20
BET	WEEN		
			
	(hereina	fter called the "Owner)	
		-and-	OF THE FIRST PART
	(hereinafte	er called the "Assignee")	
		-and-	OF THE SECOND PART
		Y OF HAMILTON called the "Municipality"	')
			OF THE THIRD PART
	REAS the owner and the Municiowledgement Agreement dated		executed a Cost
	WHEREAS Assignee has indicaties and responsibilities as set or		
from Agree liabilit	WHEREAS Council for the Munits duties, liabilities and responsionement subject to the Assignee acties and responsibilities and subjcipality entering into and execution	bilities under said Cost A ccepting and assuming t ject to the Assignee the	Acknowledgement he Owner's duties, Owner and the
mutu	THEREFORE THIS AGREEME al covenants hereinafter express s hereto agree as follows.		
1.	The Assignee covenants and a Owner's duties, liabilities and r Agreement and in all respects Agreement as if the Assignee I place of the Owner.	esponsibilities under the to be bound under said (Cost Acknowledgement Cost Acknowledgement
2.	The Municipality hereby releas nature whatsoever against the Agreement. The Municipality hacknowledge Agreement in su Assignee that the Assignee will Cost Acknowledgement Agreed executing party in place of the	Owner in respect of the lereby accepts the Assign bstitution of the Owner, a I be bound by all the term ment as if the Assignee I	Cost Acknowledgement gnee as a party to the Cost and agrees with the ms and conditions of the
3.	All of the terms, covenants, pro Acknowledgement Agreement for such modifications as are n Assignee.	are hereby confirmed in	full force save and except

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



SITE DATA ZONE: ER LOT AREA: 767.61m² EXISTING DWELLING FOOTPRINT: 122.9m² NEW VESTIBULE: 4.06m² TOTAL AREA: 126.96m² LOT COVERAGE: 16.5% **BUILDING HEIGHT** No. of STOREYS: **SETBACKS** FRONT: 3.35m LEFT SIDE: 10.39m RIGHT SIDE: 9.30m

PRO	DJECT NORTH TRUE		NORTH	
01.	DRAWINGS FOR PER	RMIT REVIEW	07/30/2020	
No.	REVISION		DATE	
ALL CONTRACTORS AND/OR TRADES SHALL VERIFY ALL DIMENSIONS, NOTES, SITE AND REPORT ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF WORK.				
PR OF	THIS DRAWING IS NOT TO BE SCALED, ALL DRAWINGS, PRINTS AND RELATED DOCUMENTS ARE THE PROPERTY OF LEN ANGELICI DESIGN AND MUST BE RETURNED UPON REQUEST			
DO PR	 REPRODUCTION OF DRAWINGS AND RELATED DOCUMENTS IN PART OR IN WHOLE IS STRICTLY PROHIBITED WITHOUT WRITTEN CONSENT OF LEN ANGELICI DESIGN. 			
CONTRACTOR SHALL REVIEW ALL DRAWINGS PRIOR TO COMMENCING CONSTRUCTION FOR ANY ERRORS OR OMISSIONS.				
DE	LEN ANGELICI DESIGN IS NOT RESPONSIBLE FOR THE DESIGN OR PRE-ENGINEERED TRUSSES OR ANY PRE-ENGINEERED PRODUCTS.			
	N ANGELICI DESIGN IS N ATING, PLUMBING, OR E			
WI FA				
	EN ANGELICI DESIGN IS NOT RESPONSIBLE FOR POOR ONSTRUCTION PRACTICES.			
0541				
SEAL	EAL			
THE LINE)FRSIGNED HAS DEVIEW	VED AND TAKES D	RESPONSIBILITY	
THE UNDERSIGNED HAS REVIEWED AND TAKES RESPONSIBILITY FOR THIS DESIGN, AND HAS THE QUALIFICATIONS AND MEETS THE REQUIREMENTS SET OUT IN THE ONTARIO BUILDING CODE TO BE A DESIGNER.			S AND MEETS	
	QUALIFICATION INFORMATION			

Len
<u>Angelici</u>
Design
270 SHERMAN AVE N, OF-269 HAMILTON, ON L8L 6N4

REGISTRATION INFORMATION

LEN ANGELICI DESIGN

07/30/2020

HAMILTON, ON L8L 6N4 (905) 393-8868 info@lenangelicidesign.ca

PROJECT

PROPOSED RESIDENCE

33 ENMORE AVE.

ANCASTER, ON

SHEET TITLE

SITE PLAN

DRAWN BY
L. ANGELICI
DATE

DATE

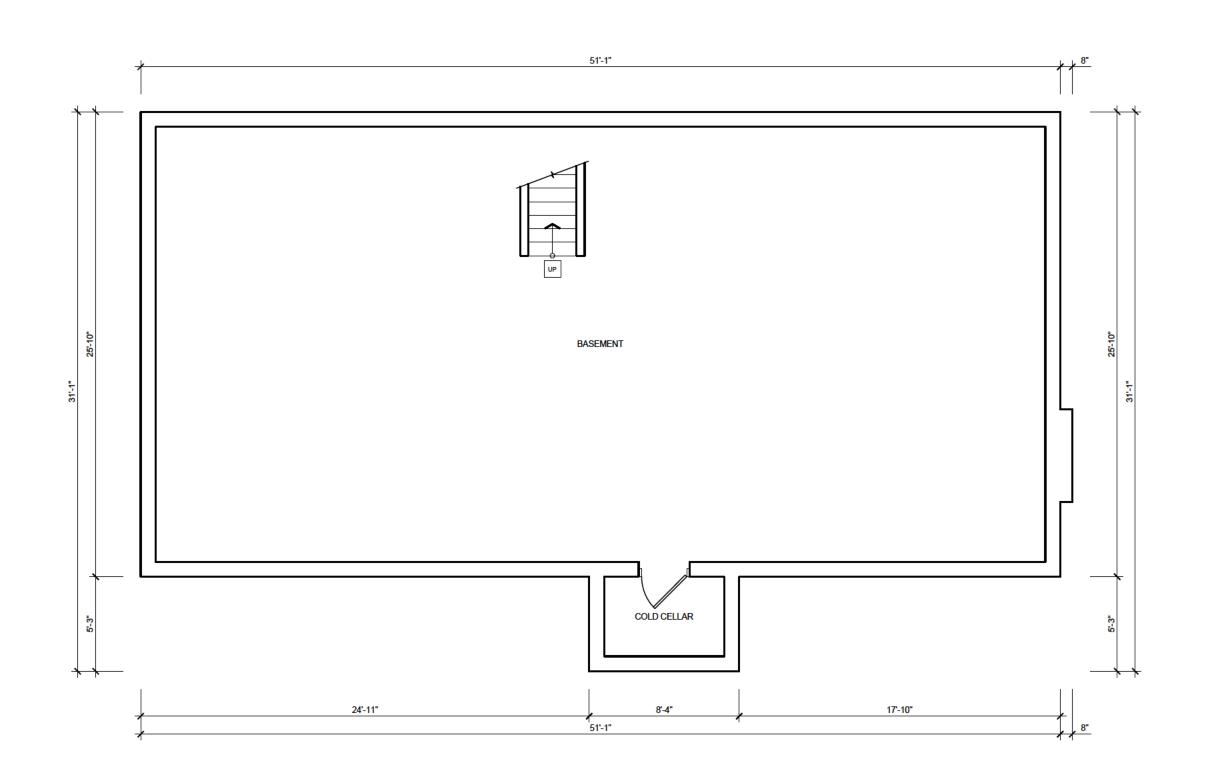
07/30/2020

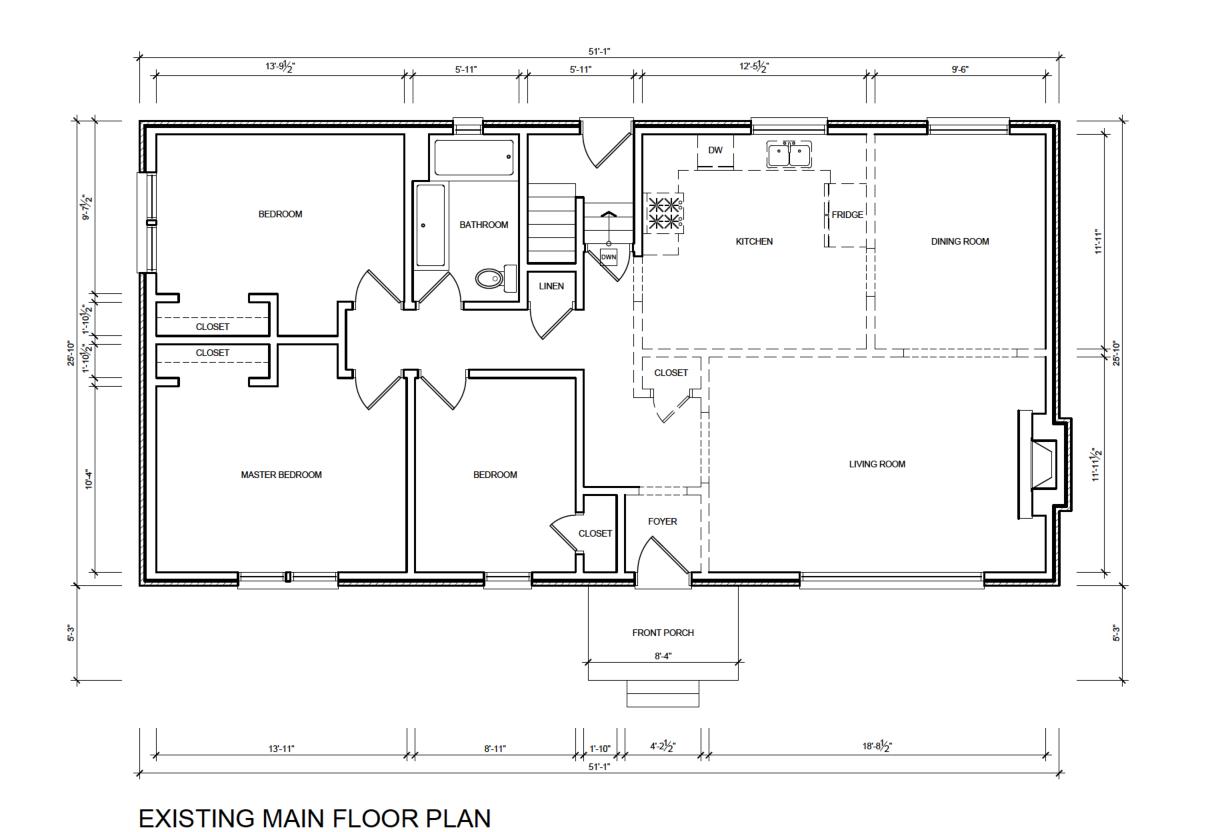
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3/16"=1'-0"

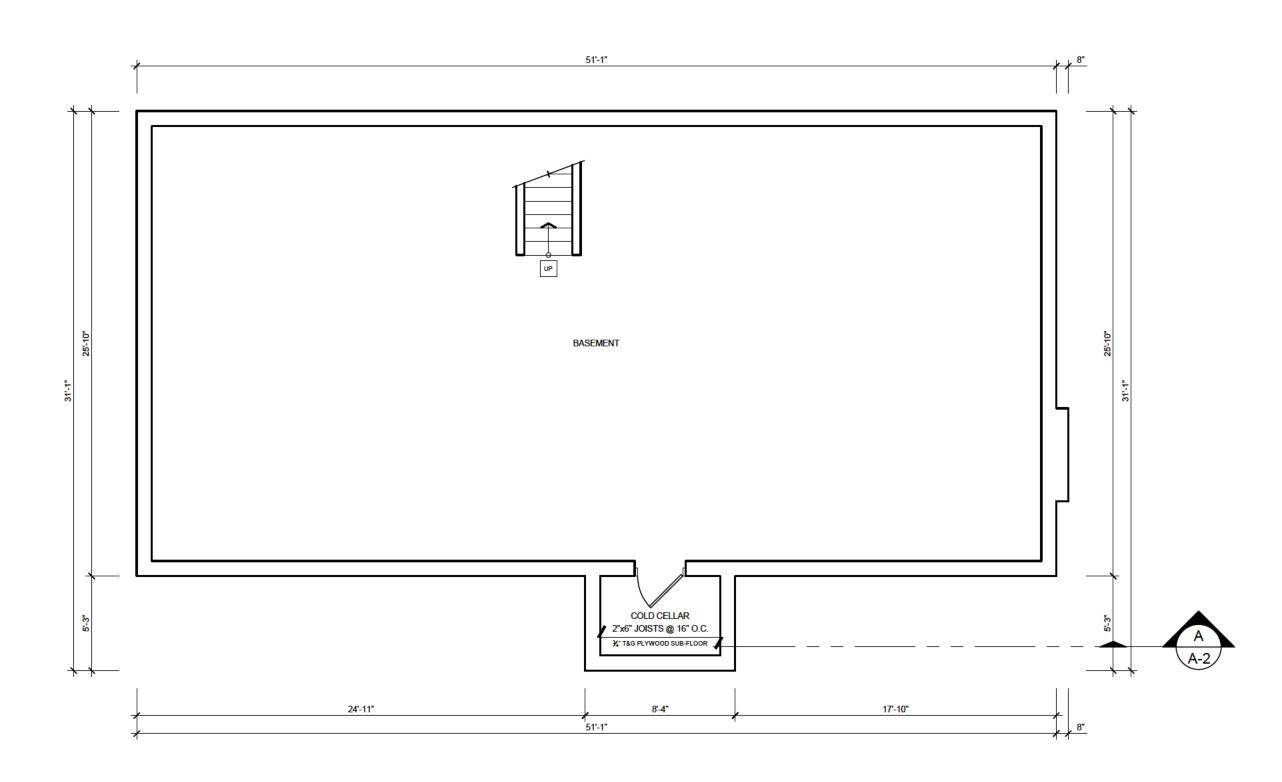
PROJECT No.

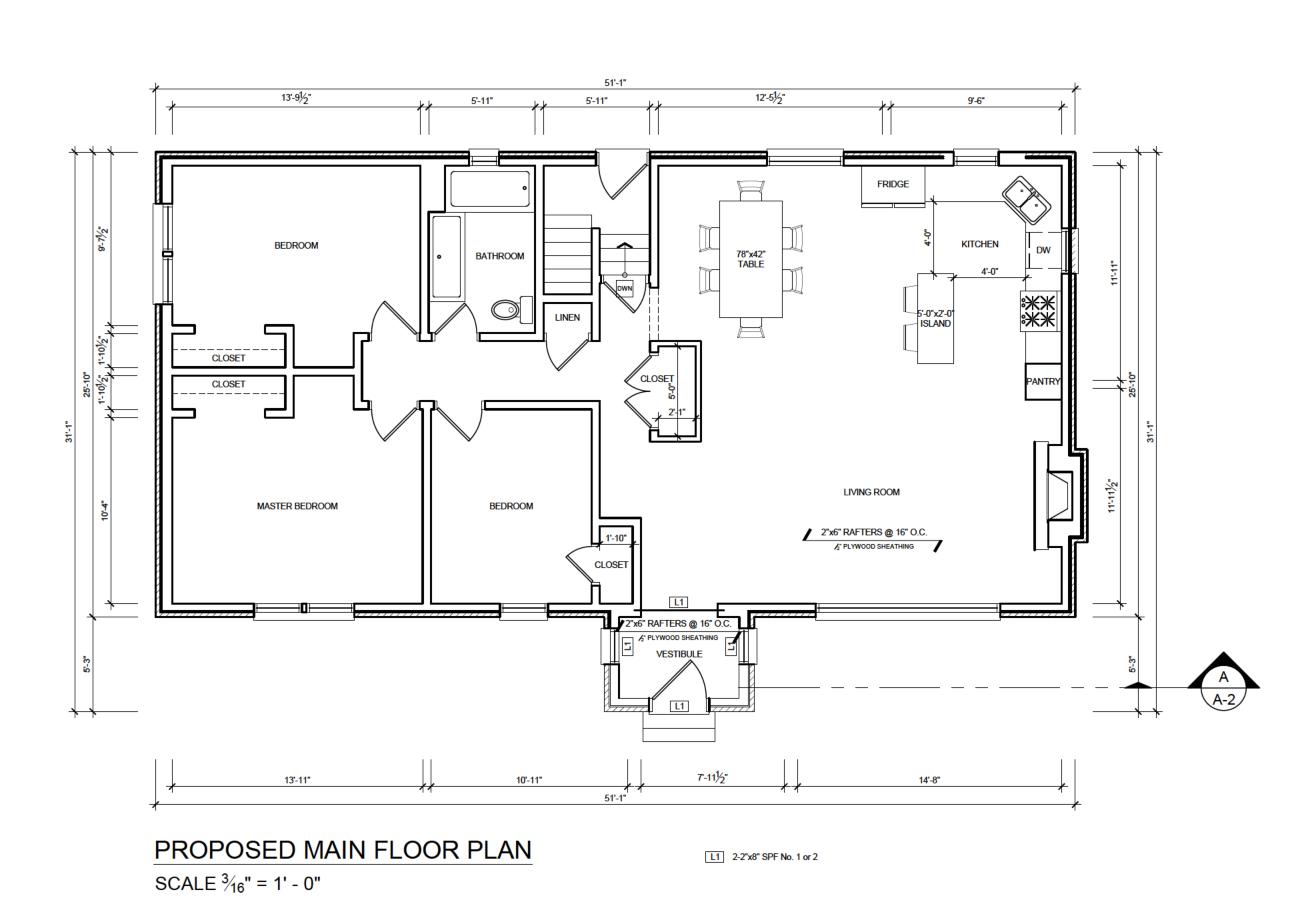
2020-001





SCALE ³/₁₆" = 1' - 0"



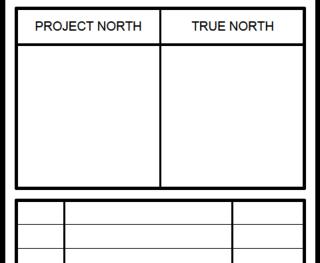


EXISTING FOUNDATION PLAN

EXISTING FOUNDATION PLAN

SCALE ³/₁₆" = 1' - 0"

SCALE $\frac{3}{16}$ " = 1' - 0"



01.	DRAWINGS FOR PERMIT REVIEW	07/30/2020
No.	REVISION	DATE

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LEN ANGELICI DESIGN IS NOT RESPONSIBLE FOR POOR CONSTRUCTION PRACTICES.

THE UNDERSIGNED HAS REVIEWED AND TAKES RESPONSIBILITY FOR THIS DESIGN, AND HAS THE QUALIFICATIONS AND MEETS THE REQUIREMENTS SET OUT IN THE ONTARIO BUILDING CODE TO BE A DESIGNER. QUALIFICATION INFORMATION

REGISTRATION INFORMATION

LEN ANGELICI DESIGN 07/30/2020

270 SHERMAN AVE N, OF-2 HAMILTON, ON L8L 6N4 (905) 393-8868 info@lenangelicidesign.ca

PROJECT

PROPOSED RESIDENCE 33 ENMORE AVE. ANCASTER, ON

SHEET TITLE

EXISTING AND PROPOSED FLOOR PLANS

DRAWN BY L. ANGELICI DATE 07/30/2020 SCALE ³/₁₆"=1'-0"

> PROJECT No. 2020-001

