



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.: HM/A-21:69

APPLICANTS: Owner Margo Ross
Agent Matthew Ribau

SUBJECT PROPERTY: Municipal address **521 Beach Blvd, Hamilton**

ZONING BY-LAW: Former Hamilton Zoning By-law 6593, as Amended

ZONING: C district (Urban Protected Residential)

PROPOSAL: To permit the construction of a carport in the front of the existing single family dwelling as well as the enclosure of a rear deck, notwithstanding that:

1. A minimum northerly side yard width of 1.2m shall be permitted instead of the minimum 1.7m side yard width required.
2. A minimum front yard depth of 3.9m shall be permitted instead of the minimum 6.0m front yard depth required.
3. The front yard landscaped area shall be a minimum of 9.8% the gross area of the front yard instead of the minimum 50.0% front yard landscaped area required.
4. Two parking spaces shall be permitted to be located in the front yard whereas the zoning By-law permits only one of the required parking spaces in the front yard.
5. A manoeuvring aisle width of 3.9m shall be permitted for the two parking spaces instead of the minimum 6.0m manoeuvring aisle width required.
6. A minimum parking space size of 2.6x 5.9m shall be permitted for the two parking spaces instead of the minimum 2.7m x 6.0m parking space size required.

Notes: The lands are subject to site plan control. To date no site plan control application has been submitted. Variances are written as requested.

If the total number of habitable rooms exceeds 8, additional variances will be required. No floor layout was provided for the basement/cellar from which to determine compliance.

The applicant shall ensure that the maximum eave encroachments are not exceeded; otherwise, further variances may be required.

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

DATE: Thursday, March 18th, 2021
TIME: 1:55 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: March 2nd, 2021.

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.

1. Name of Owner Margo Ross Telephone No.

FAX NO.

2. Address

3. Name of Agent Matthew Ribau Telephone No.

FAX NO.

4. Address

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 _____

6. Nature and extent of relief applied for:

Setback requirements for building envelope

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

Intent is to construct a 2 vehicle carport in front of the existing building as there is not sufficient space elsewhere on the property

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

9. PREVIOUS USE OF PROPERTY

Residential Industrial Commercial

Agricultural Vacant

Other

9.1 If Industrial or Commercial, specify use

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?

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?

Hamilton zoning by-law, Hamilton GIS map, existing survey and city records

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

Is the previous use inventory attached? Yes _____ No X

ACKNOWLEDGEMENT CLAUSE

I acknowledge that the City of Hamilton is not responsible for the identification and remediation of contamination on the property which is the subject of this Application – by reason of its approval to this Application.

Feb 8, 2021
Date

Margo Ross
Signature Property Owner

Margo Ross
Print Name of Owner

10. Dimensions of lands affected:

Frontage 40 ft
Depth 235 ft
Area 9400 sf
Width of street 36 ft (approx)

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: Existing dwelling: GFA = 1056 sf, Storeys = 1, W = 24'-1", L = 44'-0", H = 13'-5"
Existing shed: GFA = 135 sf, Storeys = 1, W = 16'-4" L = 8'-3", H = ~10'-0"
Existing shed: GFA = 60 sf, Storeys = 1, W = 7'-3" L = 8'-3", H = ~10'-0"

Proposed: Front roof extension to existing dwelling unit to match existing height and width.

Length of extension approx 30 ft. Rear roof extension to existing dwelling unit to match existing height and width. Length of extensions approx 10 ft. New enclosed deck/3 season room at rear:
GFA = 200 sf, width to match existing dwelling, L = 8'-6", height to match existing

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

Existing: Existing dwelling: 12.34m front , 3.19m right side, 1.25m left side, 46.02 rear
Existing shed: 33.16m front , 8.53m right side, 0.58m left side, 33.60m rear
Existing shed: 39.36m front , 0.30m right side, 8.71m left side, 30.20m rear

13. Date of acquisition of subject lands:

14. Date of construction of all buildings and structures on subject lands:
existing dwelling: 1978, sheds: unknown
15. Existing uses of the subject property: single family dwelling (residential)
16. Existing uses of abutting properties: single family dwelling (residential)
17. Length of time the existing uses of the subject property have continued:
43 years
18. Municipal services available: (check the appropriate space or spaces)
Water yes Connected yes
Sanitary Sewer yes Connected yes
Storm Sewers yes
19. Present Official Plan/Secondary Plan provisions applying to the land:

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

21. Has the owner previously applied for relief in respect of the subject property?
Yes No
If the answer is yes, describe briefly.

22. Is the subject property the subject of a current application for consent under Section 53 of the *Planning Act*?
Yes No
23. The applicant shall attach to each copy of this application a plan showing the dimensions of the subject lands and of all abutting lands and showing the location, size and type of all buildings and structures on the subject and abutting lands, and where required by the Committee of Adjustment such plan shall be signed by an Ontario Land Surveyor.

NOTE: It is required that two copies of this application be filed with the secretary-treasurer of the Committee of Adjustment together with the maps referred to in Section 5 and be accompanied by the appropriate fee in cash or by cheque made payable to the City of Hamilton.

PART 24 AFFIDAVIT OR SWORN DECLARATION

This declaration to be sworn by a Commissioner of Oaths.

I, _____ of the _____ of _____ in the _____ of _____

solemnly declare that:

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.

Declared before me at the _____ at the _____ of _____) in the _____) of _____) this ____ day of _____ A.D. 20 ____) Applicant

A Commissioner, etc.

PART 25 OWNERS AUTHORIZATION

As of the date of this application, I (NAME) _____ Margo Ross _____ am the registered Owner of the lands described in this application, and I have examined the contents of this application and hereby certify that the information submitted with the application is correct insofar as I have knowledge of these facts, and I hereby authorize:

_____ Matthew Ribau _____ of _____ Hamilton _____

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.

DATE February 8, 2021 _____ SIGNED Matthew Ribau _____

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, 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 to the City.

I, _____ Margo Ross _____, the Owner, hereby agree and acknowledge (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

PART 27 PERMISSION TO ENTER

Date: February 8, 2021

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

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 521 Beach Blvd. Hamilton, Ontario
(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.

Matthew Ribau

Signature of Owner or Authorized agent

Matthew Ribau

Please print name

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

PART 28 COLLECTION OF INFORMATION

The personal information contained on this form is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P.13, and will be used for the purpose of processing the application. This information will become part of the public record and will be made available to the general public. Questions about the collection of this information should be directed to the Coordinator of Business Facilitation, Planning and Economic Development Department, City of Hamilton, 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:

MARGO ROSS
Applicant's name(s)
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 _____ 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.

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 rendered 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

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 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 "B"
FORM OF ASSUMPTION AGREEMENT

THIS AGREEMENT dated the FEB 8, 20 day of FEBRUARY 20 21.

BETWEEN

MARGO ROSS
(hereinafter called the "Owner")

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.

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: _____ c/s
Title:
I have authority to bind the corporation

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

CITY OF HAMILTON

Mayor

Clerk