

# **COMMITTEE OF ADJUSTMENT**

City Hall, 5<sup>th</sup> floor, 71 Main Street West, Hamilton, ON L8P 4Y5 Telephone (905) 546-2424, ext. 4221, 3935 Fax (905) 546-4202 E-mail: <u>cofa@hamilton.ca</u>

# 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

notwithstanding that:

APPLICATION NO.:HM/A-21:69APPLICANTS:Owner Margo Ross<br/>Agent Matthew RibauSUBJECT PROPERTY:Municipal address 521 Beach Blvd, HamiltonZONING BY-LAW:Former Hamilton Zoning By-law 6593, as AmendedZONING:C district (Urban Protected Residential)PROPOSAL:To permit the construction of a carport in the front of the existing<br/>single family dwelling as well as the enclosure of a rear deck,

- 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

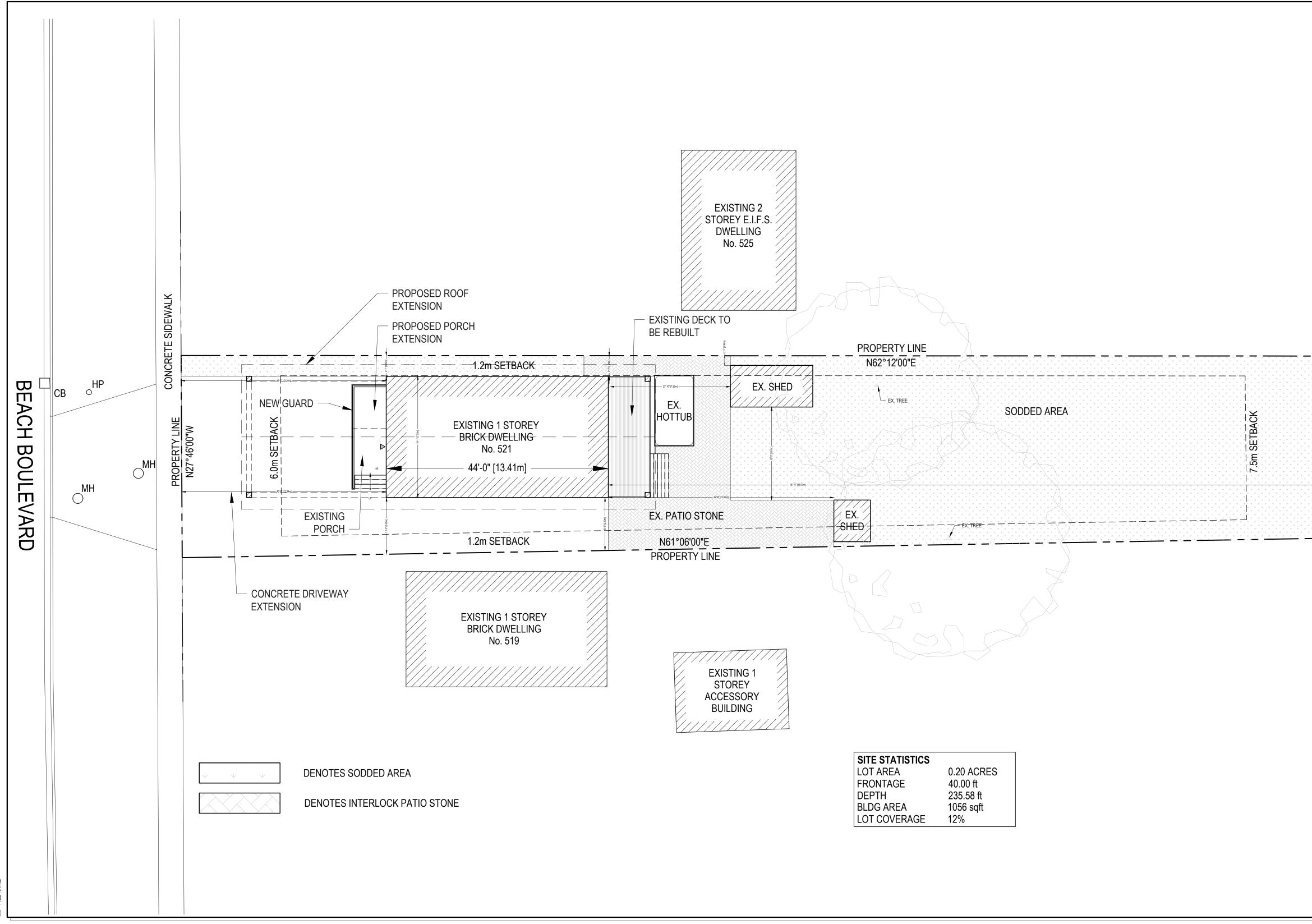
For more information on this matter, including access to drawings illustrating this request:

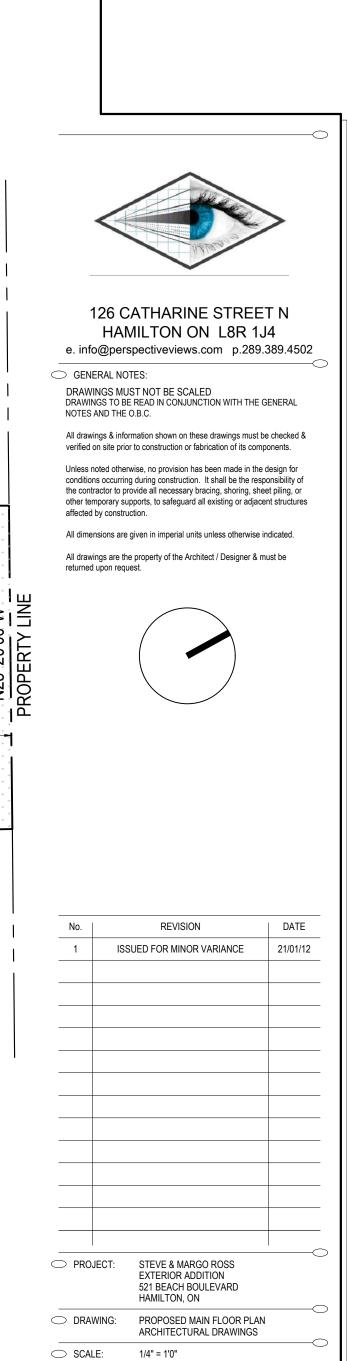
- Visit <u>www.hamilton.ca/committeeofadjustment</u>
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935
- Email Committee of Adjustment staff at <u>cofa@hamilton.ca</u>

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.





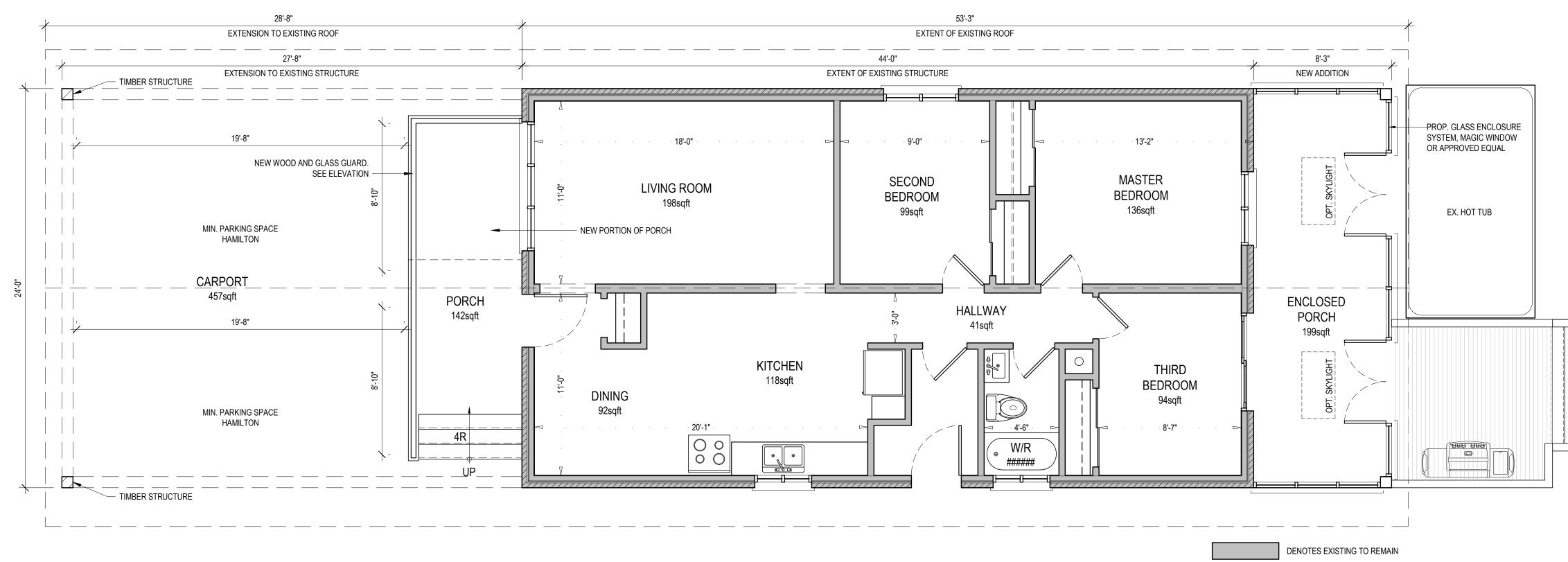
 DATE:
 JANUARY 12, 2021

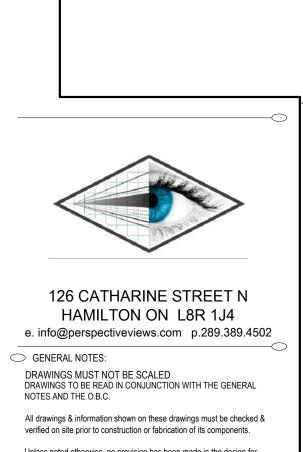
 DRW'N BY:
 ADRIANO PASSARIELLO

 CHK'D BY:
 MATTHEW RIBAU

O PROJECT NO: PV20-047

N28°20'00"W PROPERTY LINE

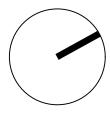


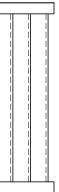


Unless noted otherwise, no provision has been made in the design for conditions occurring during construction. It shall be the responsibility of the contractor to provide all necessary bracing, shoring, sheet piling, or other temporary supports, to safeguard all existing or adjacent structures affected by construction.

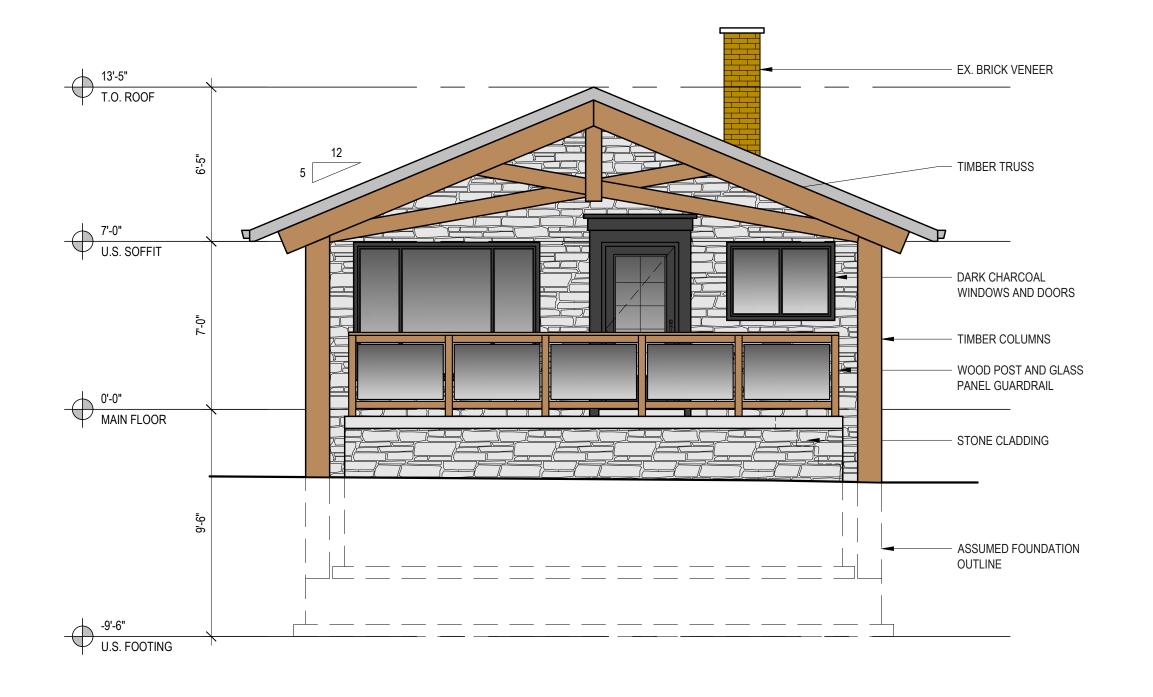
All dimensions are given in imperial units unless otherwise indicated.

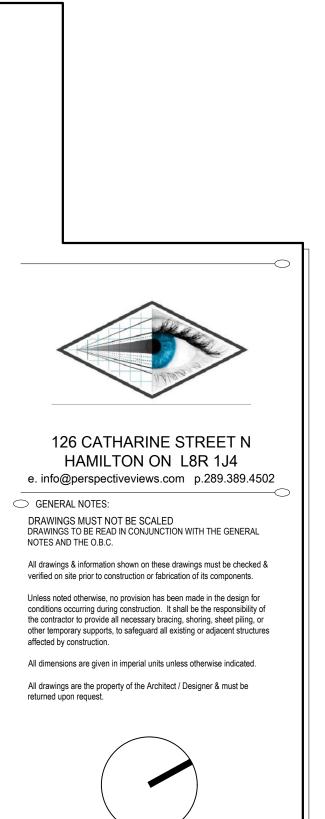
All drawings are the property of the Architect / Designer & must be returned upon request.





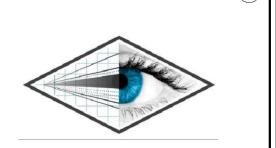
No.		REVISION	DATE
1	ISSI	JED FOR MINOR VARIANCE	21/01/12
> PRO	JECT:	STEVE & MARGO ROSS EXTERIOR ADDITION 521 BEACH BOULEVARD HAMILTON, ON	(
DRA	WING:	PROPOSED MAIN FLOOR PLAI ARCHITECTURAL DRAWINGS	N
SCA	LE:	1/4" = 1'0"	(
DAT	E:	JANUARY 12, 2021	(
DRW	/'N BY:	ADRIANO PASSARIELLO	(
CHK	D BY:	MATTHEW RIBAU	
PRO	JECT No:	PV20-047	
DRA	WING No:	A01.1	(





No.	[	REVISION	DATE
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		PROPOSED MAIN FLOOR PLAN	C
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> DRV	V'N BY:	ADRIANO PASSARIELLO	
⊃ CHK	"D BY:	MATTHEW RIBAU	C
> PRC	JECT No:	PV20-047	C
⊃ dra	WING No:	A02.1	C





# 126 CATHARINE STREET N HAMILTON ON L8R 1J4

e. info@perspectiveviews.com p.289.389.4502

◯ GENERAL NOTES:

DRAWINGS MUST NOT BE SCALED DRAWINGS TO BE READ IN CONJUNCTION WITH THE GENERAL NOTES AND THE O.B.C.

All drawings & information shown on these drawings must be checked & verified on site prior to construction or fabrication of its components.

Unless noted otherwise, no provision has been made in the design for conditions occurring during construction. It shall be the responsibility of the contractor to provide all necessary bracing, shoring, sheet piling, or other temporary supports, to safeguard all existing or adjacent structures affected by construction.

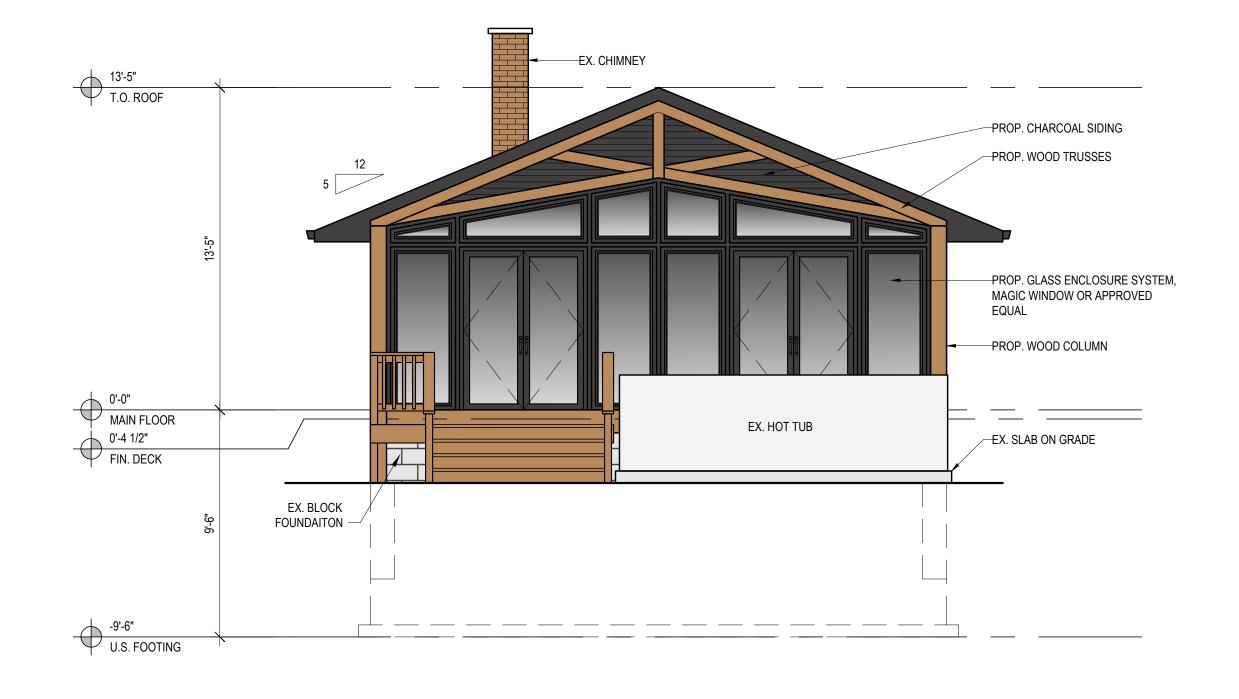
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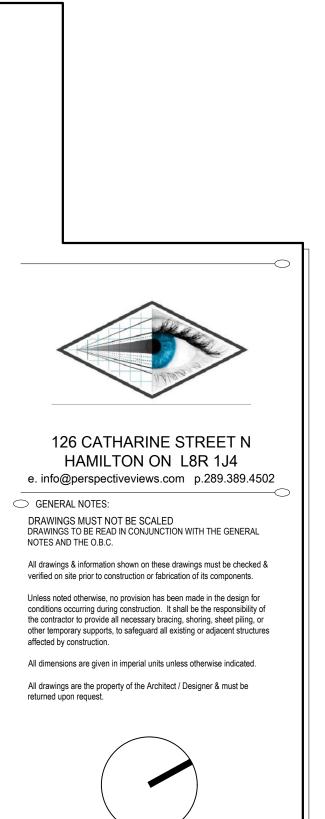
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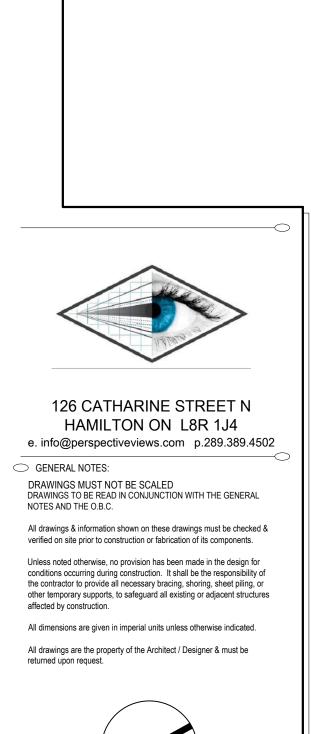
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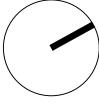




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⊃ CHł	('D BY:	MATTHEW RIBAU	C
) pro	DJECT No:	PV20-047	C
⊃ dr/	AWING No:	A02.3	C







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$\supset$	PROJ	ECT No:	PV20-047	0
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Committee of Adjustment

City Hall 5<sup>th</sup> floor 71 Main Street West Hamilton, Ontario L8P 4Y5

Planning and Economic Development Department Planning Division Phone (905) 546-2424 ext.4221 Fax (905) 546-4202

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

FOR	OFFICE	USE	ONLY.
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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 N
	FAX NO.		
4.	Address _		
Note:	Uniess othe agent, if any		ommunications will be sent to the

 Names and addresses of any mortgagees, holders of charges or other encumbrances:

Postal Code

Setback re	l extent of relief appl	
	equirements for building	ng envelope
14/1		
	- A - A - A	y with the provisions of the By-law?
	pace elsewhere on th	carport in front of the existing building as there is not
	pace elsewhere on a	ie property
Localdered	1. P	
		ids (registered plan number and lot number or othe plicable, street and street number):
logui dobol	puon and where ap	picable, street and street number).
PREVIOUS	SUSE OF PROPER	TY
Desidentia	V Interest	
Residentia	Industri	ial Commercial
Agricultural	Vacant	
0.1		
Other		
If Industrial	or Commercial, spe	poify use
ii iiiuustiiai	or commercial, spe	
Has the ar	ading of the subject l	land been changed by adding earth or other
	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
	peen petroleum or of	ther fuel stored on the subject land or adjacent
Has there I		
Has there I lands?		
lands?	No	Unknown
lands? Yes Are there c	r have there ever be	een underground storage tanks or buried waste on
lands? Yes Are there of the subject	r have there ever be land or adjacent lar	een underground storage tanks or buried waste on nds?
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	former uses on the	to believe the subject site or adjacent sites? No X Unknow	land may hav	e been conta	minated by
9.11		id you use to determine y-law, Hamilton GIS map			
9.12	a previous use inve	property is industrial or operty showing all form and adjacent to the subject	er uses of the	subject land,	
	Is the previous use	inventory attached?	Yes	No	X
l ackr reme		ty of Hamilton is not res tion on the property whi his Application.	ich is the sub Market Signature Pro	perty Owner	plication – by
10.	Dimensions of land				
	Frontage	40 ft			
	Depth	235 ft			
	Depth Area	235 ft 9400 sf			
		-			
11.	Area Width of street Particulars of all bu	9400 sf			
11.	Area Width of street Particulars of all bu (Specify ground flo height, etc.) Existing: Existing	9400 sf 36 ft (approx) ildings and structures of oor area, gross floor ar dwelling: GFA = 1056 sf,	ea, number o Storeys = 1, V	of stories, wid N = 24'-1", L =	th, length, 44'-0", H = 13'-5"
11.	Area Width of street Particulars of all bu (Specify ground flo height, etc.) Existing: Existing	9400 sf 36 ft (approx) aldings and structures of bor area, gross floor ar	ea, number o Storeys = 1, V	of stories, wid N = 24'-1", L =	th, length, 44'-0", H = 13'-5"
11.	Area Width of street Particulars of all bu (Specify ground flo height, etc.) Existing: Existing Existing shed: GF	9400 sf 36 ft (approx) ildings and structures of oor area, gross floor ar dwelling: GFA = 1056 sf,	ea, number o Storeys = 1, 1 W = 16'-4" L =	of stories, wid W = 24'-1", L = = 8'-3", H = ~10	th, length, = 44'-0", H = 13'-5" 0'-0"
11.	Area Width of street Particulars of all bu (Specify ground flo height, etc.) Existing: Existing Existing shed: GF	9400 sf 36 ft (approx) additings and structures of oor area, gross floor an dwelling: GFA = 1056 sf, A = 135 sf, Storeys = 1, W	ea, number of Storeys = 1, V W = 16'-4" L = V = 7'-3" L = 8'	of stories, wid W = 24'-1", L = = 8'-3", H = ~1( -3", H - ~10'-0"	th, length, <u>44'-0", H = 13'-</u> 5" <u>0'-0"</u>
11.	Area Width of street Particulars of all bu (Specify ground flo height, etc.) Existing: Existing Existing shed: GF Existing shed: GF	9400 sf 36 ft (approx) ildings and structures of oor area, gross floor are dwelling: GFA = 1056 sf, A = 135 sf, Storeys = 1, M A = 60 sf, Storeys = 1, M oof extension to existing	ea, number of Storeys = 1, V W = 16'-4" L = / = 7'-3" L = 8' dwelling unit t	of stories, wid W = 24'-1", L = = 8'-3", H = ~10 -3", H - ~10'-0" to match existing	th, length, <u>44'-0", H = 13'-</u> 5" <u>0'-0"</u> ng height and width.
11.	Area Width of street Particulars of all bu (Specify ground flo height, etc.) Existing: Existing Existing shed: GF Existing shed: GF Proposed: Front m Length of extension	9400 sf 36 ft (approx) addings and structures of cor area, gross floor ar dwelling: GFA = 1056 sf, A = 135 sf, Storeys = 1, A = 60 sf, Storeys = 1, W coof extension to existing on approx 30 ft. Rear roo	ea, number of Storeys = 1, 1 W = 16'-4" L = / = 7'-3" L = 8' dwelling unit to f extension to	of stories, wid W = 24'-1", L = = 8'-3", H = ~10 -3", H - ~10'-0" to match existing existing dwelli	th, length, <u>44'-0", H = 13'-</u> 5" <u>0'-0"</u>
11.	Area Width of street Particulars of all bu (Specify ground flo height, etc.) Existing: Existing Existing shed: GF Existing shed: GF Proposed: Front re Length of extension height and width. I	9400 sf 36 ft (approx) addings and structures of cor area, gross floor ar dwelling: GFA = 1056 sf, A = 135 sf, Storeys = 1, A = 60 sf, Storeys = 1, W coof extension to existing on approx 30 ft. Rear roo	ea, number of Storeys = 1, 1 W = 16'-4" L = / = 7'-3" L = 8' dwelling unit to f extension to prox 10 ft. New	of stories, wid W = 24'-1", L = = 8'-3", H = ~10 -3", H - ~10'-0" to match existing existing dwelli v enclosed dec	th, length, 44'-0", H = 13'-5" 0'-0" ng height and width. ng unit to match existing k/3 season room at rear:
11.	Area Width of street Particulars of all bu (Specify ground flo height, etc.) Existing: Existing Existing shed: GF Existing shed: GF Proposed: Front m Length of extension height and width. I GFA = 200 sf, wid	9400 sf 36 ft (approx) aldings and structures of bor area, gross floor are dwelling: GFA = 1056 sf, A = 135 sf, Storeys = 1, W A = 60 sf, Storeys = 1, W oof extension to existing on approx 30 ft. Rear roo Length of extensions app	ea, number of Storeys = 1, $V$ W = 16'-4" L = I = 7'-3" L = 8' dwelling unit to f extension to prox 10 ft. New lling, L = 8'-6" or proposed	of stories, wid W = 24'-1", L = $= 8'-3"$ , H = $\sim 10'-0"$ = 0 match existing existing dwelling v enclosed decomposed dec	th, length, <u>44'-0", H = 13'-</u> 5" <u>0'-0"</u> <u>ng height and width.</u> <u>ng unit to match</u> existing <u>k/3 season room</u> at rear: <u>ch existing</u>
	Area Width of street Particulars of all bu (Specify ground flo height, etc.) Existing: Existing Existing shed: GF Existing shed: GF Proposed: Front m Length of extension height and width. I GFA = 200 sf, wide Location of all build (Specify distance f	9400 sf 36 ft (approx) aldings and structures of foor area, gross floor area dwelling: GFA = 1056 sf, A = 135 sf, Storeys = 1, M A = 60 sf, Storeys = 1, M oof extension to existing on approx 30 ft. Rear roo Length of extensions app th to match existing dwe dings and structures on	ea, number of Storeys = 1, 1 W = 16'-4" L = / = 7'-3" L = 8' dwelling unit to f extension to prox 10 ft. New lling, L = 8'-6" or proposed t lot lines)	of stories, wid W = 24'-1", L = $= 8'-3"$ , H = $\sim 10'-0"$ = 0 match existing existing dwelli v enclosed dec , height to mata for the subject	th, length, <u>44'-0", H = 13'-</u> 5" <u>0'-0"</u> <u>ng height and width.</u> <u>ng unit to match</u> existing <u>k/3 season room</u> at rear: <u>ch existing</u> <b>t lands;</b>
	Area Width of street Particulars of all build (Specify ground floch height, etc.) Existing: Existing of Existing shed: GF Existing shed: GF Proposed: Front re Length of extension height and width. If GFA = 200 sf, wid Location of all build (Specify distance for Existing: Existing)	9400 sf 36 ft (approx) addings and structures of a por area, gross floor area dwelling: GFA = 1056 sf, A = 135 sf, Storeys = 1, W a = 60 sf, Storeys = 1, W oof extension to existing on approx 30 ft. Rear roo Length of extensions app th to match existing dwe dings and structures on rom side, rear and from	ea, number of Storeys = 1, $V$ W = 16'-4" L = V = 7'-3" L = 8'- dwelling unit the f extension to prox 10 ft. New lling, L = 8'-6" or proposed t lot lines) 3.19m right side	of stories, wid W = 24'-1", L = = 8'-3", H = ~10 -3", H - ~10'-0" to match existing existing dwelling v enclosed deco height to match for the subject the subject the subject = 1.25m left s	th, length, 44'-0", H = 13'-5" 0'-0" ng height and width. ng unit to match existing k/3 season room at rear: ch existing t lands; side, 46.02 rear

Date of construction of all buildir	ngs and structures on subject lands:
existing dwelling: 1978, sheds: ur	iknown
Existing uses of the subject prop	perty: singe family dwelling (residential)
Existing uses of abutting proper	ties: singe family dwelling (residential)
Length of time the existing uses 43 years	of the subject property have continued:
Municipal services available: (c	heck the appropriate space or spaces)
	Connected yes
Sanitary Sewer	Connected yes
Storm Sewersyes	
Present Restricted Area By-law	(Zoning By-law) provisions applying to the land
	(Zoning By-law) provisions applying to the land
Has the owner previously applie	ed for relief in respect of the subject property?
Has the owner previously applie Yes If the answer is yes, describe br	ed for relief in respect of the subject property? No
Has the owner previously applie Yes If the answer is yes, describe br	ed for relief in respect of the subject property?

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.

l,	of the		
	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	f	) A.D. 20)	Applicant	

A Commissioner, etc.

#### PART 25 OWNERS AUTHORIZATION

As of the date of this application, I (NAME) <u>Margo Ross</u> 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, <u>Margo Ross</u>, the Owner, hereby agree and acknowledge (*Print name of Owner*) that the information contained in this application and any documentation, including

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 Citv 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, 1<sup>st</sup> floor, 71 Main Street West, City Hall, Hamilton, Ontario, Telephone: 905-546-2424, ext.1284.

#### CITY OF HAMILTON COST ACKNOWLEDGEMENT AGREEMENT

This Agreeme	nt made this	day of	, 20
BETWEEN:	MARG	0 2055	
7	Applicant's name(s)	ereinafter referred to as the	e "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.
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- 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.
- 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.
- 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

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 bi	nd the corporation.
WITNESS		Per: I have authority to bi	ind the corporation
DATED at Hamilton, Ontario th	isc	lay 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

-and-

OF THE FIRST PART

(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.
- The Municipality hereby releases the Owner from all claims and demands of any 2. 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

RIA c/s Owner: Title:

c/s

I have authority to bind the corporation

Assignee: Title: I have authority to bind the corporation

#### **CITY OF HAMILTON**

Mayor

Clerk