



Hamilton

COMMITTEE OF ADJUSTMENT

City Hall, 5th floor, 71 Main Street West, Hamilton, ON L8P 4Y5

Telephone (905) 546-2424, ext. 4221, 3935

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-22:263	SUBJECT PROPERTY:	58 BARTON STREET W, HAMILTON
ZONE:	“D” (Urban Protected Residential – Single Family One and Two and Etc.)	ZONING BY-LAW:	Zoning By-law former City of Hamilton 6593, as Amended

APPLICANTS: Owner – CGS – Bill Curran
 Agent – CGS – Bill Curran

The following variances are requested:

1. A side yard setback of 0.45m shall be provided instead of the minimum required 1.2m side yard setback.
2. A porch extending the entire depth of the front yard to the front lot line shall be permitted instead of the minimum required 0.5 m from the nearest side lot line and at least 1.5 m from the nearest street line.

PURPOSE & EFFECT: So as to permit a porch in the rear yard and an addition in the rear yard of an existing single-family dwelling notwithstanding that:

Notes:

- i. Insufficient information has been provided to determine the Front Landscaping area requirements. Should the total Landscaped Area of the Front Yard be less than 50%, an additional variance may be required.
- ii. Insufficient information has been provided to determine the side yard setback to the proposed porch. Should the porch be less than 0.5 metres to the side lot line, an additional variance may be required.
- iii. Insufficient information has been provided to determine the required setbacks for eaves and gutters of the proposed addition in the rear yard. Should any eaves or gutters encroach more than one-half of the width of the required side yard (0.225 metres into required side yard), an additional variance may be required.
- iv. An additional variance may be required as it relates to required parking spaces if the number of

HM/A-22:263

habitable rooms within the dwelling is greater than eight (8) as result of the proposed addition.

v. Variance #1 above shall be altered to read "...instead of the required 2.7 m side yard setback." should the proposed addition be over two and a half storeys or 11.0 metres in height.

vi. Variance #2 above shall be altered to read "... instead of the required 3.0 m into a front yard and at least 1.5 m from the front lot line." should the proposed porch be roofed over or screened.

This Notice must be posted by the owner of any land which contains seven or more residential units so that it is visible to all residents.

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

DATE:	Thursday, September 8, 2022
TIME:	2:55 p.m.
PLACE:	Via video link or call in (see attached sheet for details)
	2nd floor City Hall, room 222 (see attached sheet for details), 71 Main St. W., Hamilton
	To be streamed (viewing only) at www.hamilton.ca/committeeofadjustment

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


- Visit www.hamilton.ca/committeeofadjustment
- Visit Committee of Adjustment staff at 5th floor City Hall, 71 Main St. W., Hamilton
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935

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, calling in, or attending in person. Please see attached page for complete instructions, including deadlines for registering to participate virtually and instructions for check in to participate in person.



 Subject Lands

DATED: August 23, 2022

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, and may include posting electronic versions.



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PARTICIPATION PROCEDURES

Written Submissions

Members of the public who would like to participate in a Committee of Adjustment meeting are able to provide comments in writing or via email in advance of the meeting. Comments can be submitted by emailing cofa@hamilton.ca or by mailing the Committee of Adjustment, City of Hamilton, 71 Main Street West, 5th Floor, Hamilton, Ontario, L8P 4Y5. **Comments must be received by noon two days before the Hearing.**

Comment packages are available two days prior to the Hearing and are available on our website: www.hamilton.ca/committeeofadjustment

Oral Submissions

Members of the public are also able to provide oral comments regarding Committee of Adjustment Hearing items by participating Virtually through Webex via computer or phone or by attending the Hearing In-person. Participation Virtually requires pre-registration in advance. Please contact staff for instructions if you wish to make a presentation containing visual materials.

1. Virtual Oral Submissions

Interested members of the public, agents, and owners must register by noon the day before the hearing to participate Virtually.

To register to participate Virtually by Webex either via computer or phone, please contact Committee of Adjustment staff by email cofa@hamilton.ca. The following information is required to register: Committee of Adjustment file number, hearing date, name and mailing address of each person wishing to speak, if participation will be by phone or video, and if applicable the phone number they will be using to call in.

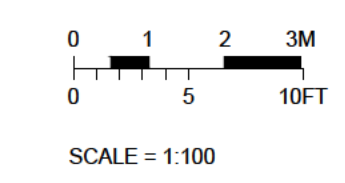
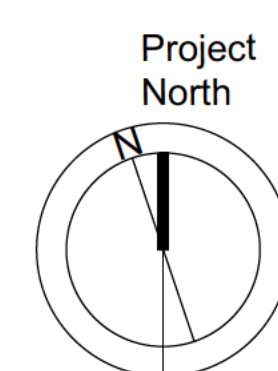
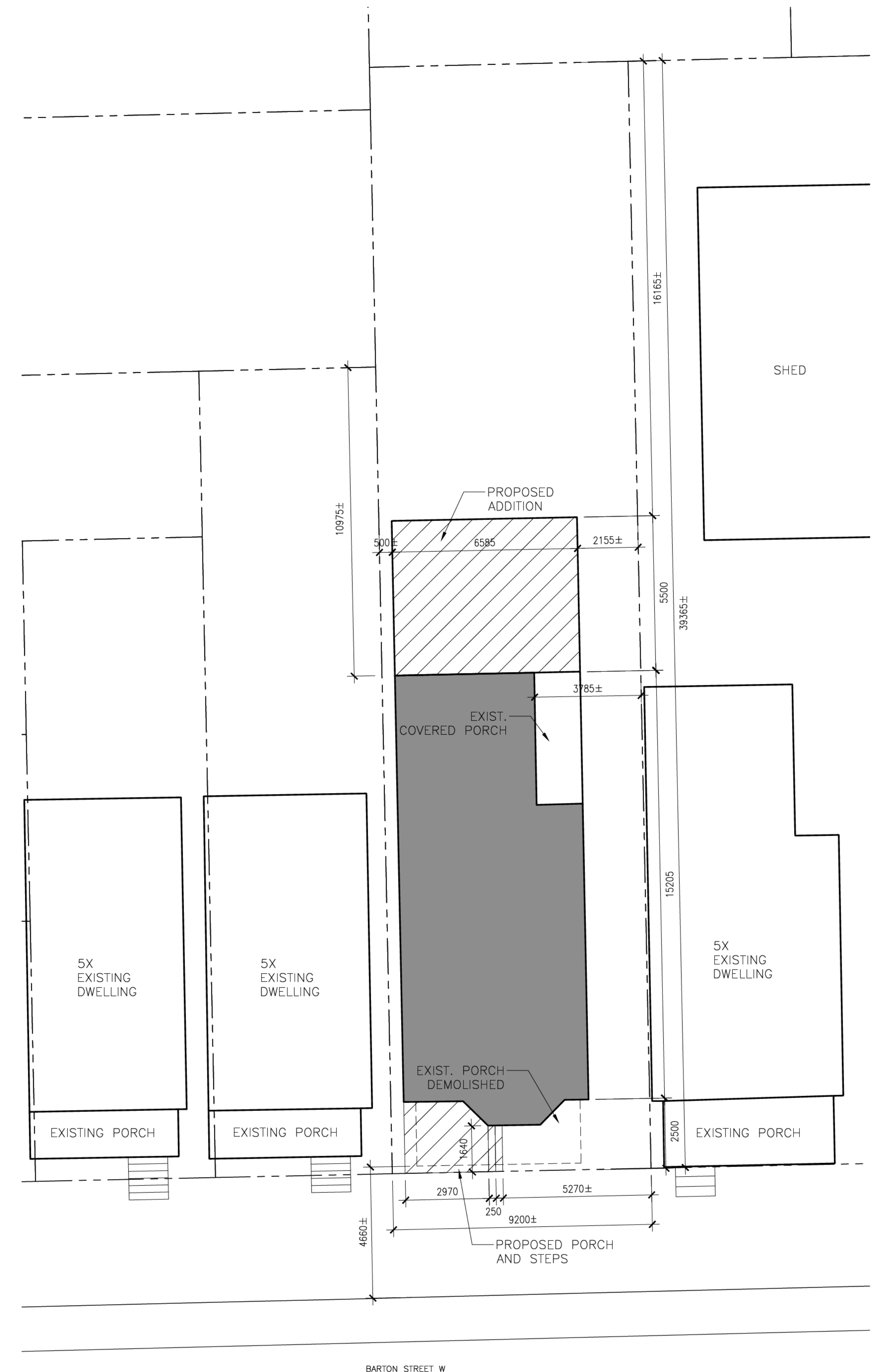
A separate registration for each person wishing to speak is required. Upon registering for a meeting, members of the public will be emailed a link for the Webex meeting the Wednesday afternoon before the hearing. The link must not be shared with others as it is unique to the registrant.

2. In person Oral Submissions

Interested members of the public, agents, and owners who wish to participate in person must sign in at City Hall room 222 (2nd floor) no less than 10 minutes before the time of the Public Hearing as noted on the Notice of Public Hearing.

We hope this is of assistance and if you need clarification or have any questions, please email cofa@hamilton.ca or by phone at 905-546-2424 ext. 4221.

Please note: Webex (video) participation requires either a compatible computer or smartphone and an application (app/program) must be downloaded by the interested party in order to participate. It is the interested party's responsibility to ensure that their device is compatible and operating correctly prior to the Hearing.



CURBAN | GACESA | SLOTE
ARCHITECTS



118 JAMES ST. NORTH, SUITE 301, HAMMONTON, ONTARIO L8E 2Z7
TEL: 905.979.9883

CONTRACTOR IS TO CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT AND TO REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
CONTRACT DOCUMENTS ARE THE COPYRIGHT OF THE CONSULTANTS AND SHALL NOT BE USED OR REPRODUCED WITHOUT AUTHORIZATION. DOCUMENTS ARE TO BE RETURNED UPON COMPLETION OF THE PROJECT.
NOTE: DRAWINGS ARE NOT TO BE SCALED.

No	Date	Remarks
1	2022.06.22	Issued Minor Variance

Addition & Renovations to
58 Barton Street W
Hamilton, Ontario

Dwg. Title:
Site Plan

Drwn: AB Chkd: WJC
Proj. No.: 22020
Scale: As noted
Date: 2022-07-21

Drawing No.:
SP1.0



APPLICATION FOR A MINOR VARIANCE

FOR OFFICE USE ONLY.	
APPLICATION NO. _____	DATE APPLICATION RECEIVED _____
PAID _____	DATE APPLICATION DEEMED COMPLETE _____
SECRETARY'S SIGNATURE _____	

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, 2	NAME
Registered Owners(s)	Kate Williams and Daniel Case c/o CGS / Curran Gacesa Slote Architects Inc.
Applicant(s)*	Same as Owner
Agent or Solicitor	Bill Curran, OAA CGS / Curran Gacesa Slote Architects Inc.

Note: Unless otherwise requested all communications will be sent to the agent, if any.

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

TD Canada Trust, 100 King Street West, Hamilton L8P 4W9 (Hamilton Main Branch)
--

Additional sheets can be submitted if there is not sufficient room to answer the following questions. Additional sheets must be clearly labelled

4. Nature and extent of relief applied for:

Reduce west yard set back from 1.2m to be 0.45m.
Reduce front yard setback from 6.0m to be 0m.
For front porch and rear addition.

Second Dwelling Unit Reconstruction of Existing Dwelling

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

West and east setbacks on this narrow site will match existing building wall faces.
The proposed addition is a modest size.
Porch setback matches existing building face and are consistent with neighbouring dwelling porches. Porch is a replacement and a reduction from existing size.

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

Single family dwelling - 58 Barton Street West, Hamilton, L8L 1A4

7. PREVIOUS USE OF PROPERTY

Residential Industrial Commercial

Agricultural Vacant

Other _____

8.1 If Industrial or Commercial, specify use _____

8.2 Has the grading of the subject land been changed by adding earth or other material, i.e. has filling occurred?

Yes No Unknown

8.3 Has a gas station been located on the subject land or adjacent lands at any time?

Yes No Unknown

8.4 Has there been petroleum or other fuel stored on the subject land or adjacent lands?

Yes No Unknown

8.5 Are there or have there ever been underground storage tanks or buried waste on the subject land or adjacent lands?

Yes No Unknown

8.6 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

8.7 Have the lands or adjacent lands ever been used as a weapon firing range?

Yes No Unknown

8.8 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

8.9 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

8.10 Is there any reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites?

Yes No Unknown

8.11 What information did you use to determine the answers to 8.1 to 8.10 above?

Owner since 2020

8.12 If previous use of property is industrial or commercial or if YES to any of 8.2 to 8.10, 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

9. 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.

Date

Signature Property Owner(s)

Kate Williams and Daniel Case

Print Name of Owner(s)

10. Dimensions of lands affected:

Frontage ± 9.2m
Depth ± 39.3m
Area ± 360m²
Width of street ± 20.03m

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: _

Ground Floor Area: 83m²
Gross Floor Area: 164m²
of Storeys: 2
Dimensions: 14.63m (depth) x 4.57m (rear) / 6.1m (front)

Proposed

Ground Floor Area: 36.8m² (rear addition); 7.6m² (front porch, open, no roof)
Gross Floor Area: 77.6m² (rear addition); 7.6m² (front porch)
of Storeys: 2
Dimensions: 5.5m x 6.70m (rear addition); +/-1.6m x 3.5m (front porch)

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 Yard Setback: +-1.6m (building), 0m (exist. porch)
East Side Yard Setback: +-2.15m
West Side Yard Setback: ± 0.50
Rear Yard Setback: +-21m

Proposed:

Front Yard Setback: 0m (for front porch)
East Side Yard Setback: 2.0m (for rear addition)
West Side Yard Setback: 0.40 (for porch and rear addition)
Rear Yard Setback: 15.5m (for rear addition)

13. Date of acquisition of subject lands:
 May 1, 2020
-
14. Date of construction of all buildings and structures on subject lands:
 Circa 1870
-
15. Existing uses of the subject property (single family, duplex, retail, factory etc.):
 Single family residential dwelling
-
16. Existing uses of abutting properties (single family, duplex, retail, factory etc.):
 Single family residential dwelling
-
17. Length of time the existing uses of the subject property have continued:
 Approx. 150 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:
 Neighbourhoods
-
20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:
 Zone D, Urban Protected Residential
-
21. Has the owner previously applied for relief in respect of the subject property? (Zoning By-law Amendment or Minor Variance)
 Yes No
- If yes, please provide the file number:

- 21.1 If a site-specific zoning by-law amendment has been received for the subject property, has the two-year anniversary of the by-law being passed expired?
 Yes No
- 21.2 If the answer is no, the decision of Council, or Director of Planning and Chief Planner that the application for Minor Variance is allowed must be included. Failure to do so may result in an application not being "received" for processing.
22. Is the subject property the subject of a current application for consent under Section 53 of the *Planning Act*?
 Yes No
23. Additional Information (please include separate sheet if needed)

24. 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.

PART 25 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 26 OWNERS AUTHORIZATION

As of the date of this application, I (NAME) Kate Williams and Daniel Case am the registered Owner(s) 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:

CGS Curran Gacesa Slote Architects of Hamilton, ON

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 July 21, 2022 SIGNED _____

PART 27 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, Kate Williams and Daniel Case, the Owner(s), hereby agree and acknowledge
(*Print name of Owner(s)*)

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.

July 21, 2022
Date

Signature of Owner(s)

PART 28 PERMISSION TO ENTER

Date: July 13, 2022

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

Dear Secretary/Treasurer;
Re: Application to Committee of Adjustment
Location of Land: 58 Barton St W, Hamilton, ON
(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.

Signature of Owner or Authorized agent
Kate Williams and Daniel Case

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 29 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.



Committee of Adjustment

City Hall, 5th Floor,
71 Main St. W.,
Hamilton, ON L8P4Y5

Phone: (905) 546-2424 ext. 4221
Email: cofa@hamilton.ca

CITY OF HAMILTON
COST ACKNOWLEDGEMENT AGREEMENT

This Agreement made this _____ day of _____, 20 _____.

BETWEEN:

Kate Williams and Daniel Case
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 Ontario Land 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 Ontario Land Tribunal by a party other than the developer; and (c) the City appears before the Ontario Land 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 Ontario Land 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 Ontario Land 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 Ontario Land 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 obligation to comply with this Agreement shall not be deemed to be a waiver of that obligation or any subsequent or other default under this Agreement.

17. The Developer covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the Developer's obligations hereunder have been assumed by its successor, assignee or transferee by way of written agreement in the form set out in Schedule "B" to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their corporate seals under the hands of their duly authorized officers.

DATED at _____ this _____ day of _____, 20 ____.

WITNESS

Per:
I have authority to 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

Kate Williams and Danie Case

(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 Acknowledgement 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: 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