



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-22:228	SUBJECT PROPERTY:	195 EAST 8TH STREET, HAMILTON
ZONE:	C (Urban Protected Residential)	ZONING BY-LAW:	Zoning By-law former City of Hamilton 6593, as Amended

APPLICANTS: Owner – Jonathan Gardner & David Blanchard
Agent – Len Angelici

The following variances are requested:

1. A minimum front yard depth of 3.7 m shall be provided instead of the minimum required 6.0 m front yard depth; and
2. A minimum side yard width of 0.3 m shall be provided on the northerly side lot line instead of the minimum required 1.2 m side yard width; and
3. Eaves and gutters shall be permitted to encroach the entire southerly side yard width instead of the regulation in the By-Law which states that eave or gutter may project into a required side yard not more than one half of its width, or 1.0 m, whichever is the lesser; and
4. No front yard landscaped area shall be provided whereas the By-Law states that no less than 50 % of the gross floor area of the front yard shall be used for a landscaped area excluding concrete, asphalt, gravel, pavers, or other similar materials.

PURPOSE & EFFECT: To permit a full second storey addition along with a proposed roofed over unenclosed front porch to the existing single-family dwelling notwithstanding that;

Notes:

- i. The proposed addition does not exceed 8 habitable rooms; therefore, no variance is triggered for parking.

HM/A-22:228

- ii. Please be advised that variances have been written based on the information provided by the applicant, if the information provided is inaccurate then further variances shall be required.
- iii. Please note that if variance # 1 is approved, then the proposed roofed over unenclosed front porch would be in compliance.

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 22, 2022
TIME:	1:35 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: September 6, 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.



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

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.

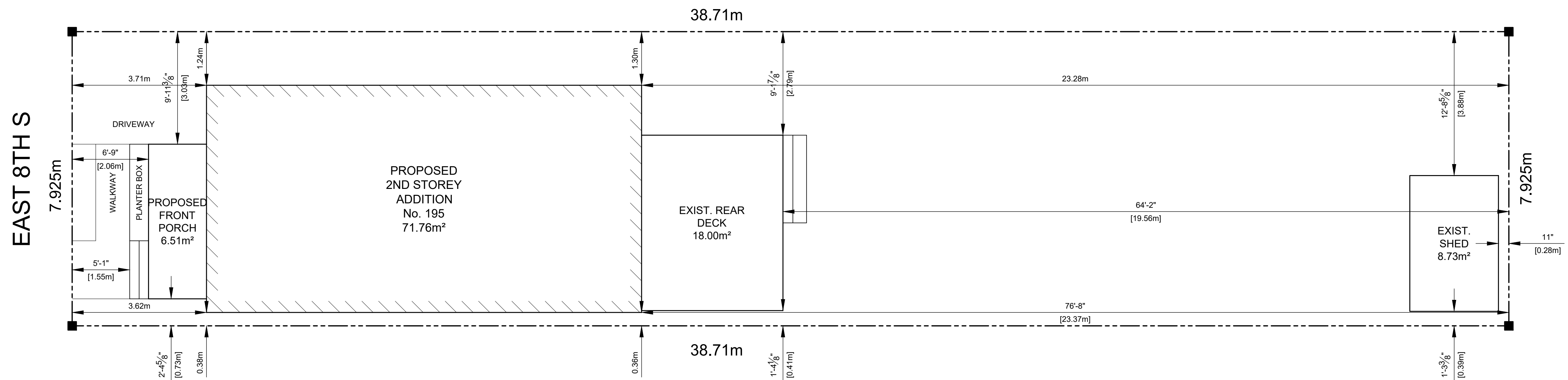
A separate registration for each person wishing to speak is required. Upon registering for a meeting, members of the public will be emailed a link for the Webex meeting the Wednesday afternoon before the hearing. The link must not be shared with others as it is unique to the registrant.

2. In person Oral Submissions

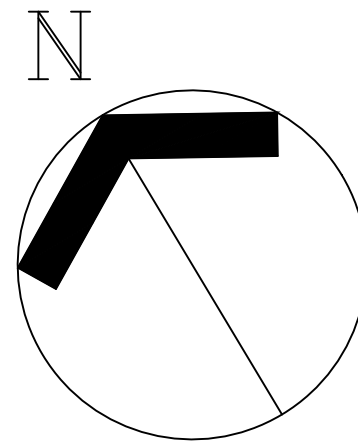
Interested members of the public, agents, and owners who wish to participate in person must sign in at City Hall room 222 (2nd floor) no less than 10 minutes before the time of the Public Hearing as noted on the Notice of Public Hearing.

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.



EAST 8TH S
7.925m



SITE DATA

ZONE:	C
LOT AREA:	306.77m ²
EXISTING DWELLING FOOTPRINT:	56.20m ²
EXISTING REAR DECK:	18.00m ²
EXISTING SHED:	8.73m ²
PROPOSED FRONT PORCH:	6.51m ²
PROPOSED SECOND STOREY ADDITION:	71.76m ²
TOTAL:	80.49m ²
COVERAGE:	26.24%
BUILDING HEIGHT	
No. of STOREYS:	2
ADDITION SETBACKS	
FRONT:	3.62m
REAR:	23.28m
RIGHT SIDE:	0.36m
LEFT SIDE:	1.24m

LANDSCAPING

FRONT YARD AREA:	28.69m ²
FRONT PORCH/ FRONT STEPS:	7.30m ²
EXISTING WALKWAY:	4.80m ²
TOTAL FRONT YARD GROSS AREA:	16.59m ²
EXISTING PLANTERS:	1.32m ²
EXISTING DRIVEWAY:	10.97m ²
LANDSCAPED AREA:	5.62m ² (33.88%)

PROJECT NORTH	TRUE NORTH

No.	REVISION	DATE
01.	DRAWINGS FOR VARIANCE	08/12/2022

- ALL CONTRACTORS AND/OR TRADES SHALL VERIFY ALL DIMENSIONS, NOTES, SITE AND REPORT ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF WORK.
- 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.
- 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.
- LEN ANGELICI DESIGN IS NOT RESPONSIBLE FOR THE DESIGN OR PRE-ENGINEERED TRUSSES OR ANY PRE-ENGINEERED PRODUCTS.
- LEN ANGELICI DESIGN IS NOT RESPONSIBLE FOR HEATING, PLUMBING, OR ELECTRICAL DRAWINGS.
- DRAWING MAY NOT BE CHANGED, ALTERED OR COPIED WITHOUT WRITTEN CONSENT OF LEN ANGELICI DESIGN. FAILURE TO COMPLY WITH THIS STATEMENT IS NOT THE RESPONSIBILITY OF LEN ANGELICI DESIGN.
- LEN ANGELICI DESIGN IS NOT RESPONSIBLE FOR POOR CONSTRUCTION PRACTICES.

SEAL

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

LEONARD ANGELICI 42391
NAME BCIN

REGISTRATION INFORMATION

LEN ANGELICI DESIGN 124457
NAME BCIN

08/12/2022
DATE SIGNATURE

Len Angelici Design

270 SHERMAN AVE N, UNIT MILL-125
HAMILTON, ON L8L 6N4
(905) 393-8868
info@lenangelicidesign.ca

PROJECT

PROPOSED RESIDENCE
195 EAST 8TH ST,
HAMILTON, ON

SHEET TITLE

SITE PLAN

DRAWN BY

L. ANGELICI

DATE

08/12/2022

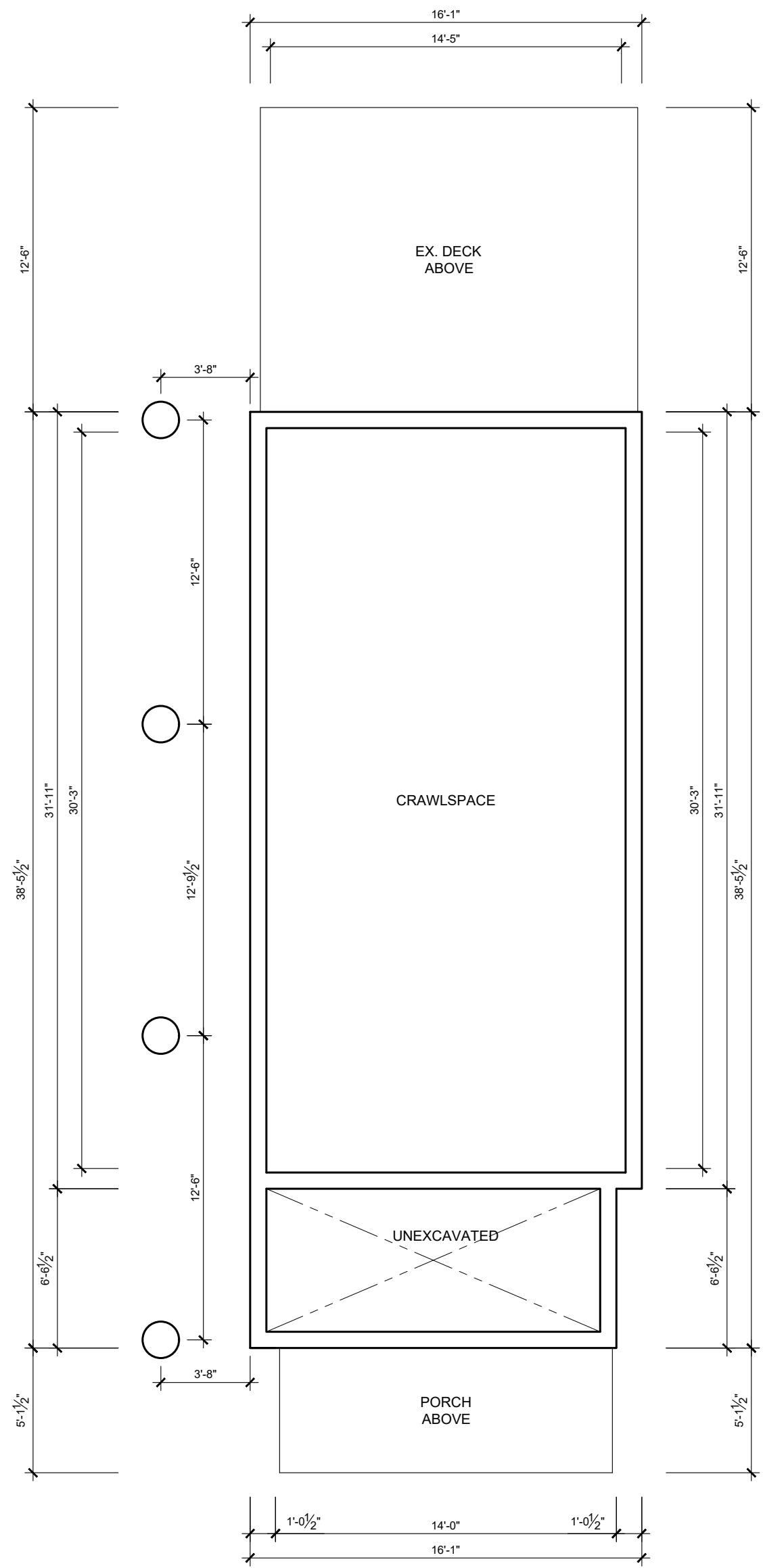
SCALE

3/16"=1'-0"

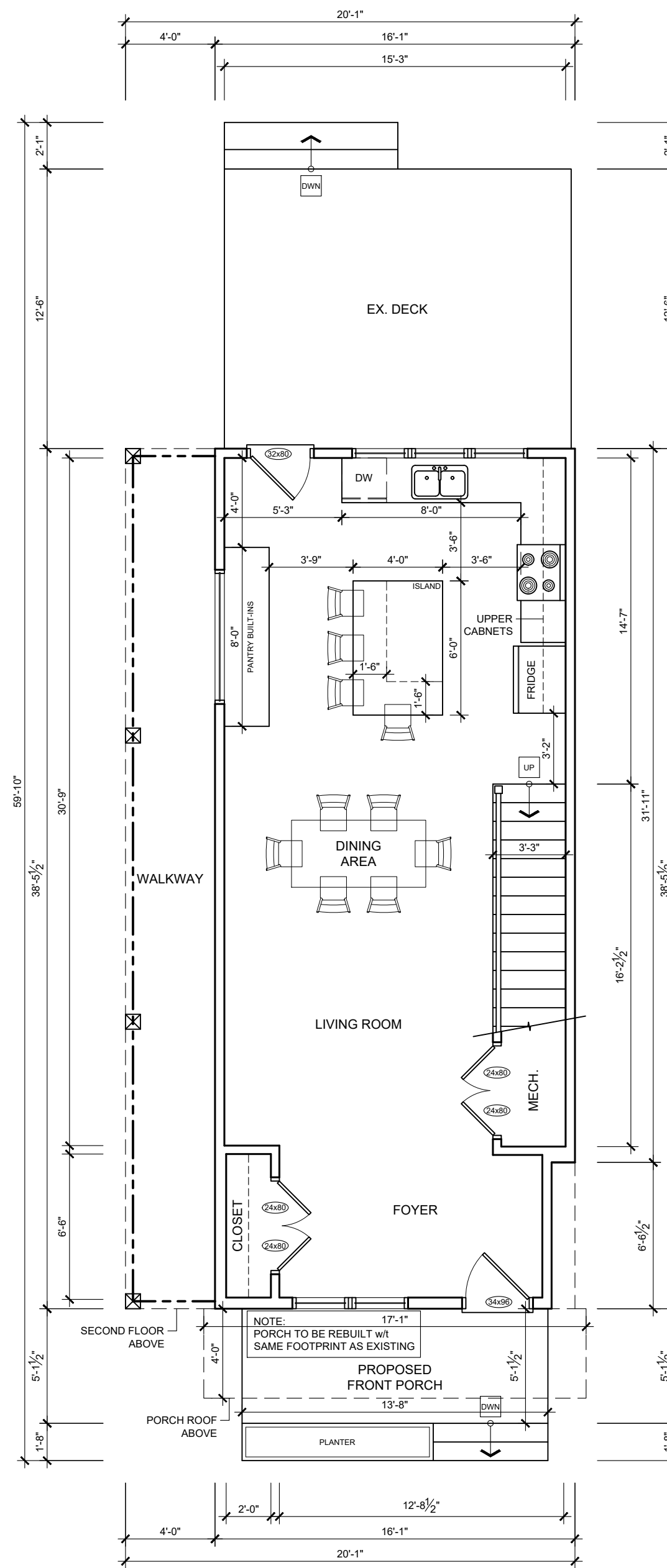
PROJECT No.

22052

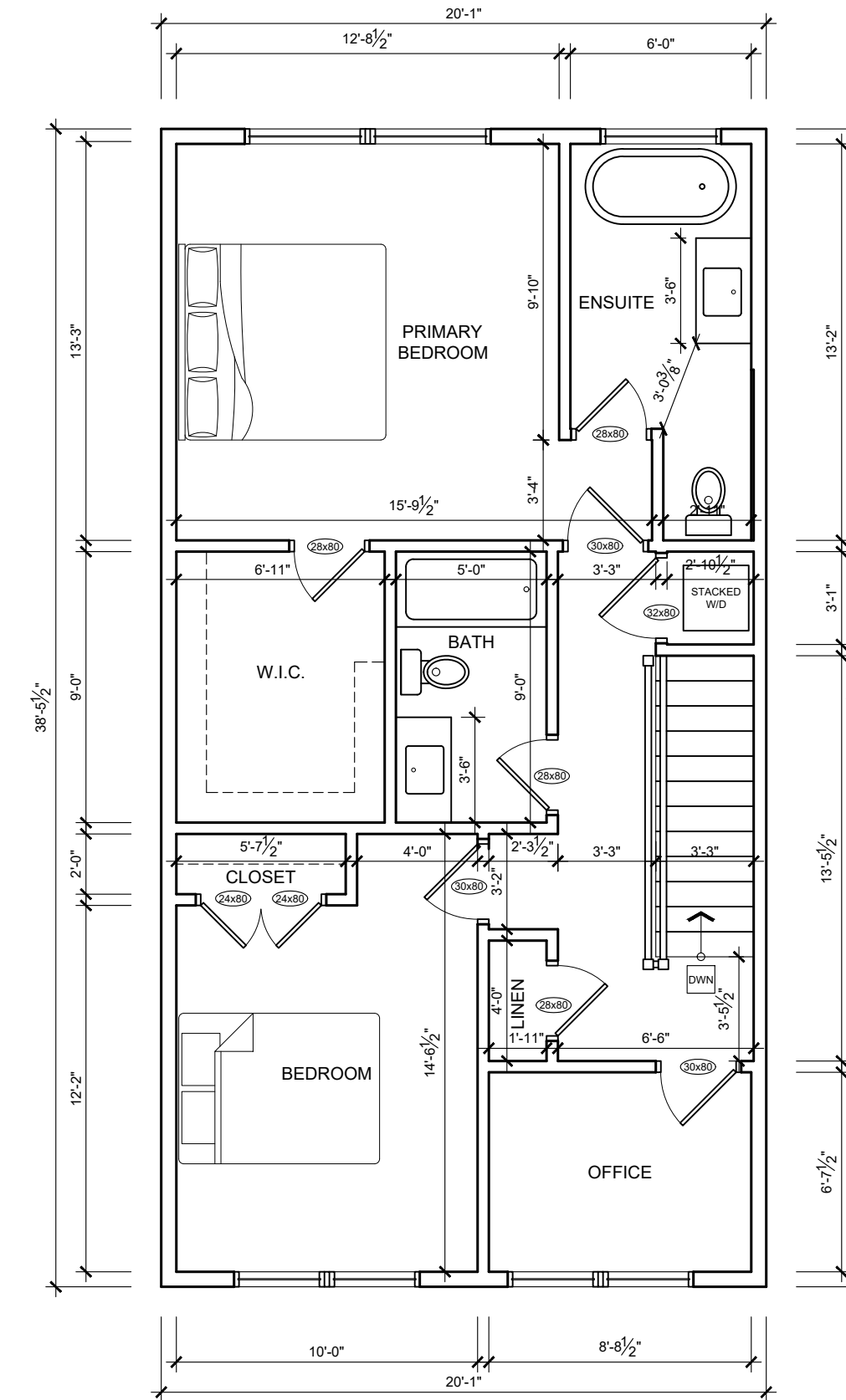
SP1



PROPOSED FOUNDATION PLAN
SCALE 3/16" = 1' - 0"



PROPOSED MAIN FLOOR PLAN
SCALE 3/16" = 1' - 0"



PROPOSED SECOND FLOOR PLAN
SCALE 3/16" = 1' - 0"

PROJECT NORTH	TRUE NORTH
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SEAL

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QUALIFICATION INFORMATION	
LEONARD ANGELICI	42391
NAME	BCIN
REGISTRATION INFORMATION	
LEN ANGELICI DESIGN	124457
NAME	BCIN
08/12/2022	
DATE	SIGNATURE

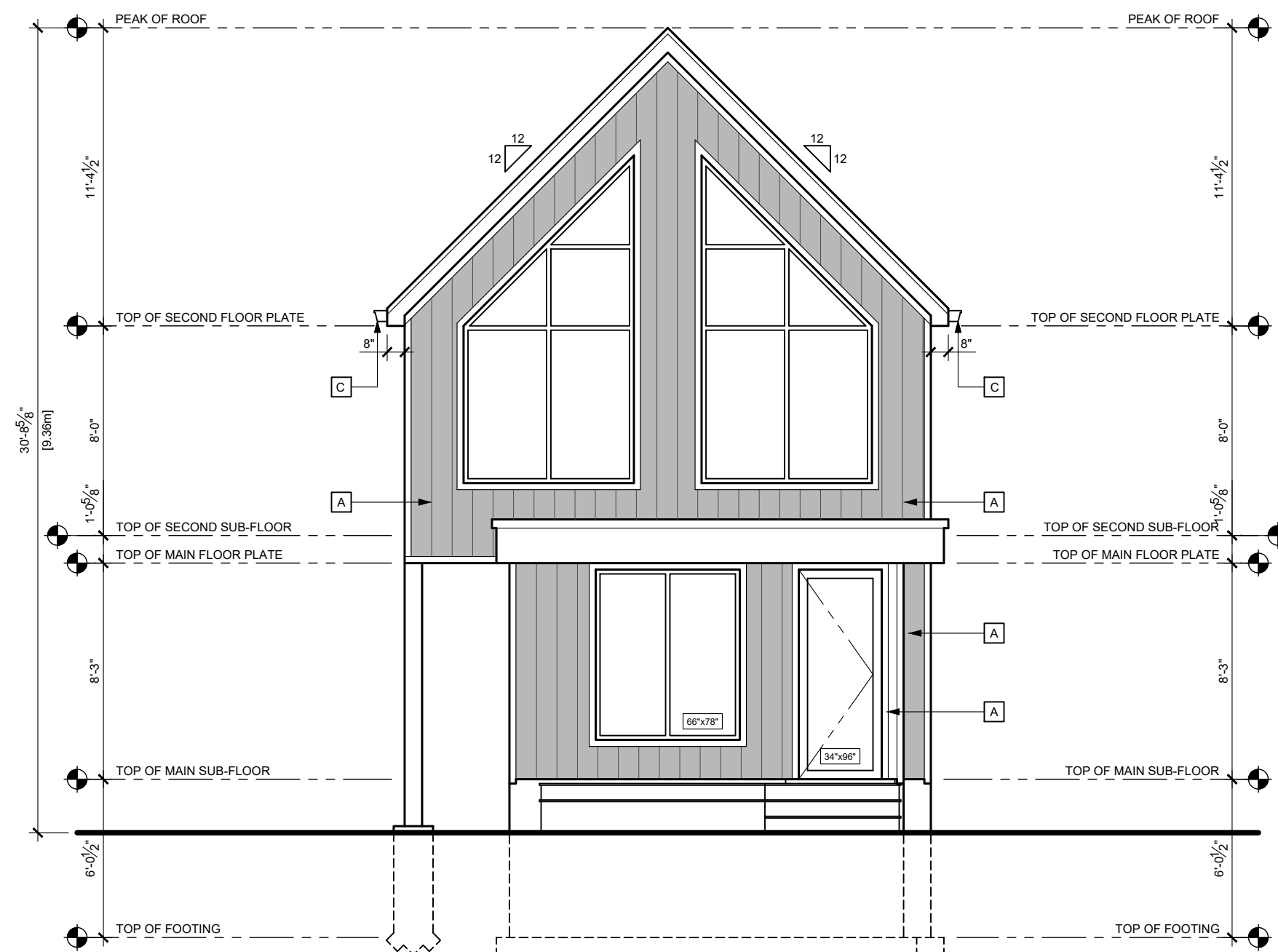
Len Angelici Design
270 SHERMAN AVE N, UNIT MILL-125
HAMILTON, ON L8L 6N4
(905) 393-8868
info@lenangelicidesign.ca

PROJECT
PROPOSED RESIDENCE
195 EAST 8TH ST,
HAMILTON, ON

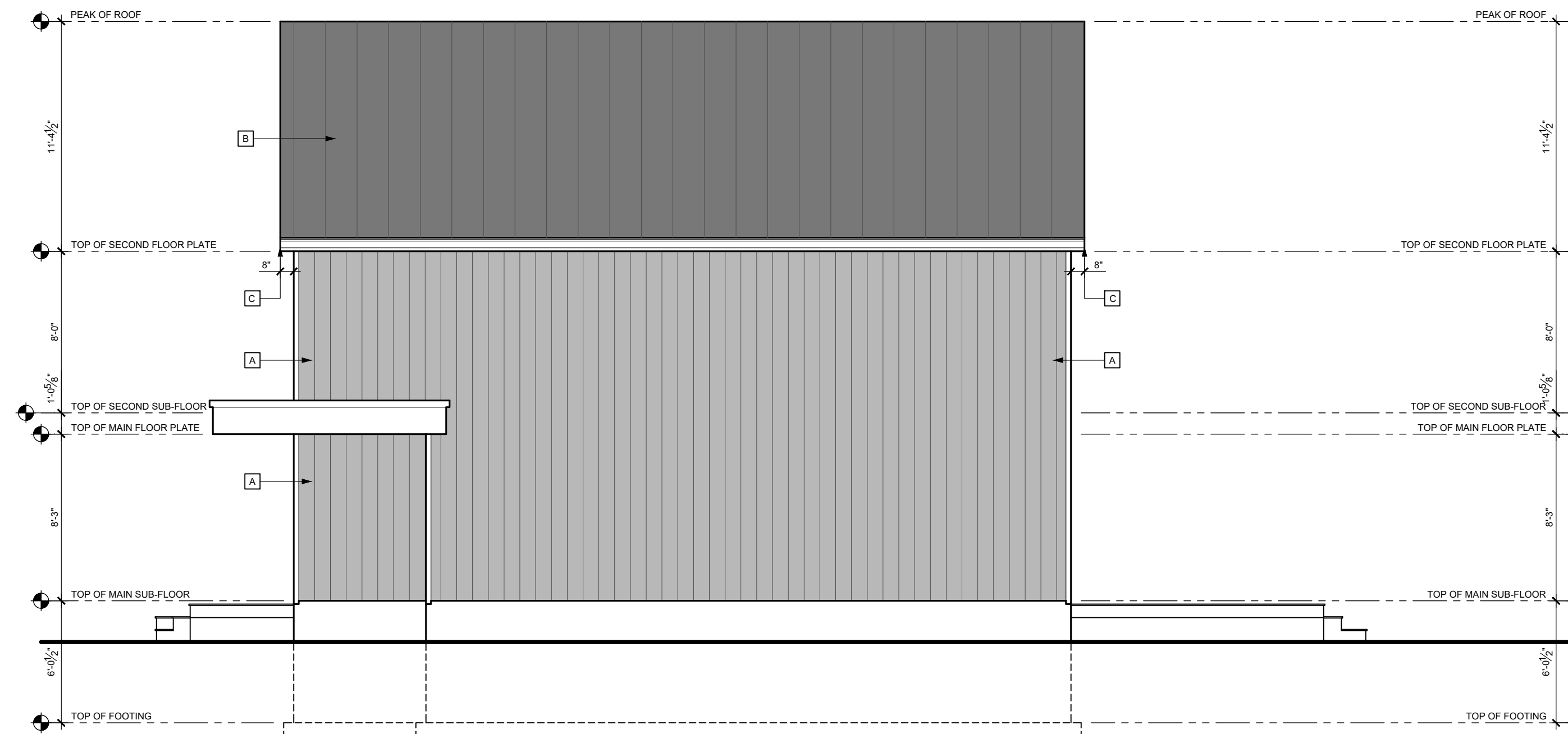
SHEET TITLE
PROPOSED FLOOR
PLANS

DRAWN BY	L. ANGELICI
DATE	08/12/2022
SCALE	3/16"=1'-0"
PROJECT No.	22052

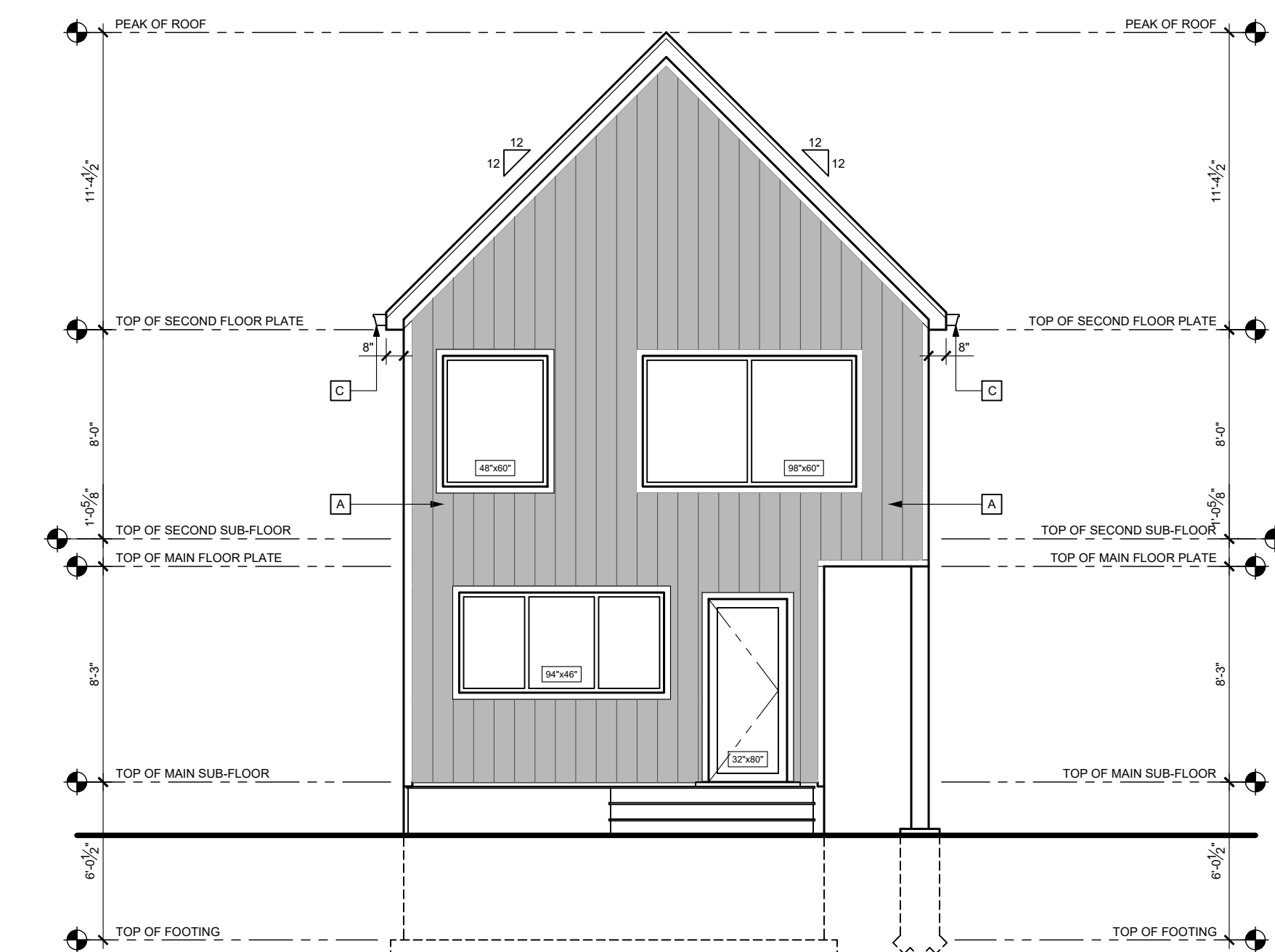
A2



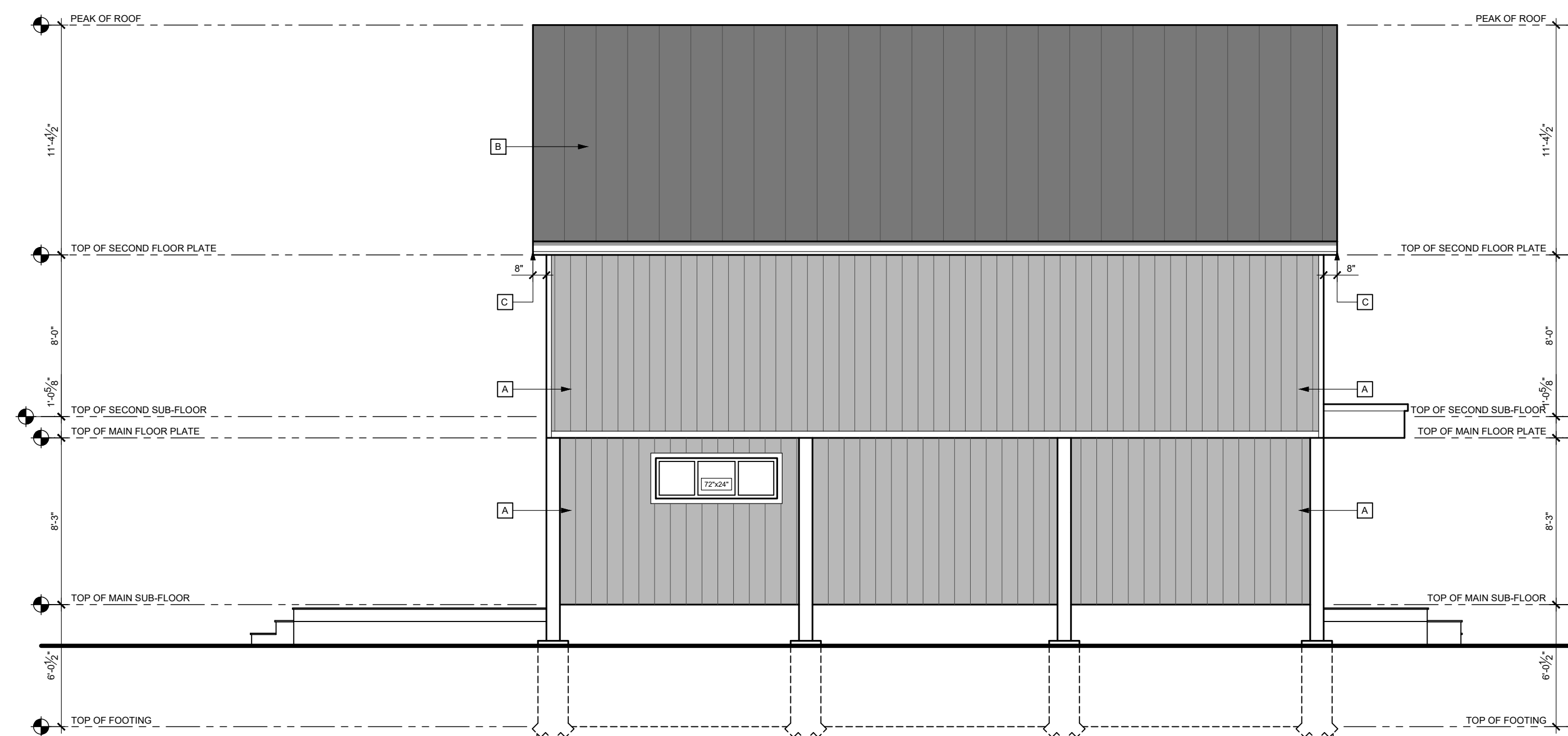
FRONT ELEVATION
SCALE $\frac{3}{16}'' = 1' - 0''$



RIGHT SIDE ELEVATION
SCALE $\frac{3}{16}'' = 1' - 0''$



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



LEFT SIDE ELEVATION
SCALE $\frac{3}{16}'' = 1' - 0''$

EXTERIOR FINISH INDEX

[A]	VINYL SIDING
[B]	STANDING SEAM METAL ROOF
[C]	5" PRE-FIN. ALUM. EAVETROUGH ON 8" WITH PRE-FIN. ALUM. FASCIA CW PRE-FIN. ALUM. DOWNSPOUT

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08/12/2022
DATE SIGNATURE

Len Angelici Design
270 SHERMAN AVE N. UNIT MILL-125
HAMILTON, ON L8L 6N4
(905) 393-8868
info@lenangelicidesign.ca

PROJECT
PROPOSED RESIDENCE
195 EAST 8TH ST,
HAMILTON, ON

SHEET TITLE
PROPOSED
ELEVATIONS

DRAWN BY	L. ANGELICI
DATE	08/12/2022
SCALE	$\frac{3}{16}'' = 1' - 0''$
PROJECT No.	22052

A3



Hamilton

Committee of Adjustment

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

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

APPLICATION FOR A MINOR VARIANCE

FOR OFFICE USE ONLY.

APPLICATION NO. _____ DATE APPLICATION RECEIVED _____

PAID _____ DATE APPLICATION DEEMED COMPLETE _____

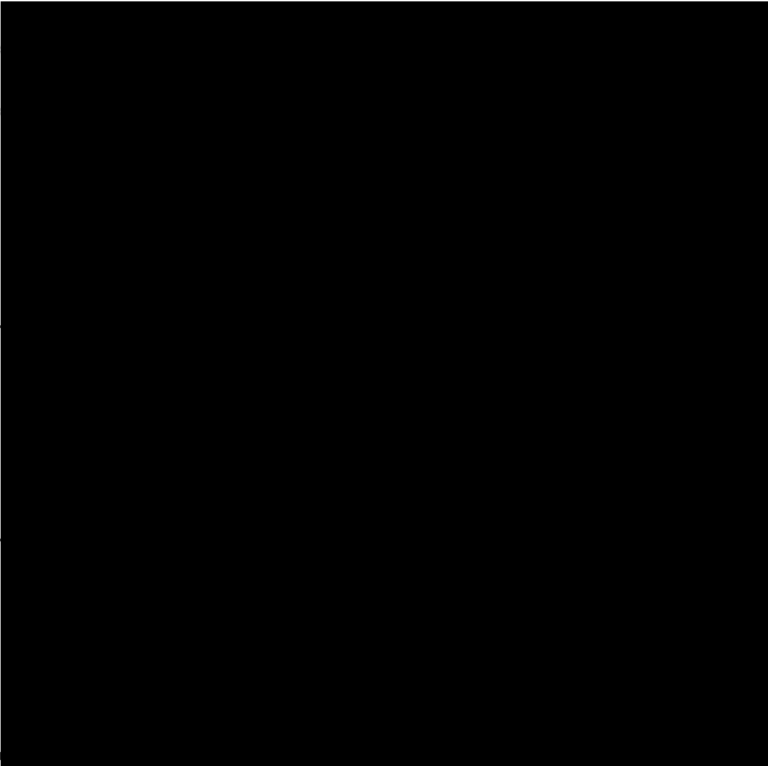
SECRETARY'S
SIGNATURE _____

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)	JONATHAN GARDNER DAVID BLANCHARD
Applicant(s)*	LEN ANGELICI
Agent or Solicitor	



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:

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:

RELIEF FROM REQUIRED SIDE YARD SETBACK OF 1.2m TO 0.36m
RELIEF FROM REQUIRED FRONT YARD LANDSCAPED AREA OF 50% TO 33.88%

Second Dwelling Unit Reconstruction of Existing Dwelling

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

WALL OF EXISTING DWELLING IS 0.36m FROM THE PROPERTY LINE
EXISTING FRONT YARD CONDITIONS ONLY RESULT IN 33.88%
LANDSCAPED AREA

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**):

195 EAST 8TH ST REGISTERED PLAN 495 - P.I.N. 17046-0391 (LT)
HAMILTON, ON LOT 111
L9A 3L7

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?

AREA HAS BEEN RESIDENTIAL SINCE CONSTRUCTION OF SUBJECT PROPERTY

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.

June 20, 2022
Date

X [Signature]
Signature Property Owner(s)

[Signature]

Jonathan Gardner David Blanchard
Print Name of Owner(s)

10. Dimensions of lands affected:

Frontage 7.925m
Depth 38.71m
Area 306.77m²
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:

GROUND FLOOR AREA: 56.19m² WIDTH: 4.90m
GROSS FLOOR AREA: 92.3m² LENGTH: 11.72m
2 STOREYS

Proposed:

GROUND FLOOR AREA: 56.83m² WIDTH: 6.12m
GROSS FLOOR AREA: 128.59m² LENGTH: 11.72m
2 STOREYS

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

Existing:

DWELLING:
FRONT: 3.62m RIGHT SIDE: 0.36m
REAR: 23.28m LEFT SIDE: 2.46m

Proposed:

DWELLING:
FRONT: 3.62m RIGHT SIDE: 0.36m
REAR: 23.28 LEFT SIDE: 1.24m

13. Date of acquisition of subject lands:
N/A
-
14. Date of construction of all buildings and structures on subject lands:
N/A
-
15. Existing uses of the subject property (single family, duplex, retail, factory etc.):
SINGLE FAMILY DWELLING
-
16. Existing uses of abutting properties (single family, duplex, retail, factory etc.):
SINGLE FAMILY DWELLING
-
17. Length of time the existing uses of the subject property have continued:
SINCE CONSTRUCTION
-
18. Municipal services available: (check the appropriate space or spaces)
- | | | | |
|----------------|-------------------------------------|-----------|-------------------------------------|
| Water | <input checked="" type="checkbox"/> | Connected | <input checked="" type="checkbox"/> |
| Sanitary Sewer | <input checked="" type="checkbox"/> | Connected | <input checked="" type="checkbox"/> |
| Storm Sewers | <input checked="" type="checkbox"/> | | |
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:

ZONE C: URBAN PROTECTED RESIDENTIAL, ETC. 6593 FORMER HAMILTON
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, LEN ANGELICI of the PROVINCE of ONTARIO
in the CITY of HAMILTON 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 CITY of HAMILTON)
in the PROVINCE)
of ONTARIO)
this 24 day of JUNE A.D. 2022

Len)
Applicant



Khora Kovic
A Commissioner, etc.

PART 26 OWNERS AUTHORIZATION JONATHAN GARDNER

As of the date of this application, I (NAME) DAVID BLANCHARD 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:

LEN ANGELICI of LEN ANGELICI DESIGN INC

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 June 20, 2022 SIGNED JH DBL

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, Jonathan Gardner, 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.

June 20, 2022 Date
X JH DBL Signature of Owner(s)

PART 28 PERMISSION TO ENTER

Date: 06/28/2022

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

Dear Secretary/Treasurer;
Re: Application to Committee of Adjustment
Location of Land: 195 EAST 8TH ST
(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

LEN ANGELICI

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.



Hamilton

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 28 day of JUNE, 20 22.

BETWEEN:

LEN ANGELICI

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 HAMILTON this 28 day of JUNE, 20 22.

LEN ANGELICI
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 28 day of JUNE 20 22.

BETWEEN

JONATHAN GARDNER
DAVID BLANCHARD
(hereinafter called the "Owner")

OF THE FIRST PART

-and-

LEN ANGELICI
(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 06/28/2022.

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.

