



Hamilton

**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

E-mail: [cofa@hamilton.ca](mailto:cofa@hamilton.ca)

**NOTICE OF PUBLIC HEARING**  
**Minor Variance**

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**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
- 

<b>APPLICATION NO.:</b>	<b>HM/A-23:85</b>	<b>SUBJECT PROPERTY:</b>	147 BOLD STREET, HAMILTON
<b>ZONE:</b>	“E-3” (High Density Multiple Dwelling)	<b>ZONING BY-LAW:</b>	Zoning By-law former City of Hamilton 6593, as Amended

**APPLICANTS:**      **Owner:** CASTOR WAYE & OLIVIA WING-SZE WAYE  
**Agent:** WEEKES ENGINEERING INC C/O DONALD GREGORY WEEKES

The following variances are requested:

1. A balcony, fire escape or exterior staircase may project to as close as 0.0m from the westerly side yard instead of projecting not more than one-third or 1.0m into the required side yard.
2. A minimum landscaped area of 38% and shall not be limited to maintaining a landscape area of 40% having a dimension of 6.0m instead of the minimum required landscaped area of 40% and with at least 40% of the landscaped area having a dimension of 6.0m.
3. No on-site maneuvering shall be provided and a minimum maneuvering aisle width of 0.0m shall be provided instead of the required on-site maneuvering with a 6.0m maneuvering aisle.

**PURPOSE & EFFECT:**      To permit the construction of a fire escape/external staircase and balcony to an existing three family dwelling.

**Notes:**

1. Our records indicate that the last recognized use is a three (3) family dwelling.
2. An encroachment agreement with the Roads Department may be required for the encroachment shown on Caroline Street South.
3. One (1) of the four (4) parking spaces shall be labelled for the exclusive use of visitors or additional variances may be required.
4. As per variance #1, due to the size of the fire escape/external stair landing it is also reviewed as a

## HM/A-23:85

balcony under the 6593 Former Hamilton Zoning By-law.

5. Please be advised the property is a registered (non-designated) heritage property.

**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:

<b>DATE:</b>	<b>Thursday, May 18, 2023</b>
<b>TIME:</b>	<b>9:25 a.m.</b>
<b>PLACE:</b>	<b>Via video link or call in (see attached sheet for details)</b>
	<b>2<sup>nd</sup> floor City Hall, room 222 (see attached sheet for details), 71 Main St. W., Hamilton</b>
	<b>To be streamed (viewing only) at</b> <b><a href="http://www.hamilton.ca/committeeofadjustment">www.hamilton.ca/committeeofadjustment</a></b>

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

- Visit [www.hamilton.ca/committeeofadjustment](http://www.hamilton.ca/committeeofadjustment)
- Visit Committee of Adjustment staff at 5<sup>th</sup> 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.

## FURTHER NOTIFICATION

If you wish to be notified of future Public Hearings, if applicable, regarding HM/A-23:85, you must submit a written request to [cofa@hamilton.ca](mailto:cofa@hamilton.ca) or by mailing the Committee of Adjustment, City of Hamilton, 71 Main Street West, 5th Floor, Hamilton, Ontario, L8P 4Y5.

If you wish to be provided a Notice of Decision, you must attend the Public Hearing and file a written request with the Secretary-Treasurer by emailing [cofa@hamilton.ca](mailto:cofa@hamilton.ca) or by mailing the Committee of Adjustment, City of Hamilton, 71 Main Street West, 5th Floor, Hamilton, Ontario, L8P 4Y5.



 Subject Lands

DATED: May 2, 2023

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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

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

E-mail: [cofa@hamilton.ca](mailto: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](mailto: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](http://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](mailto: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.

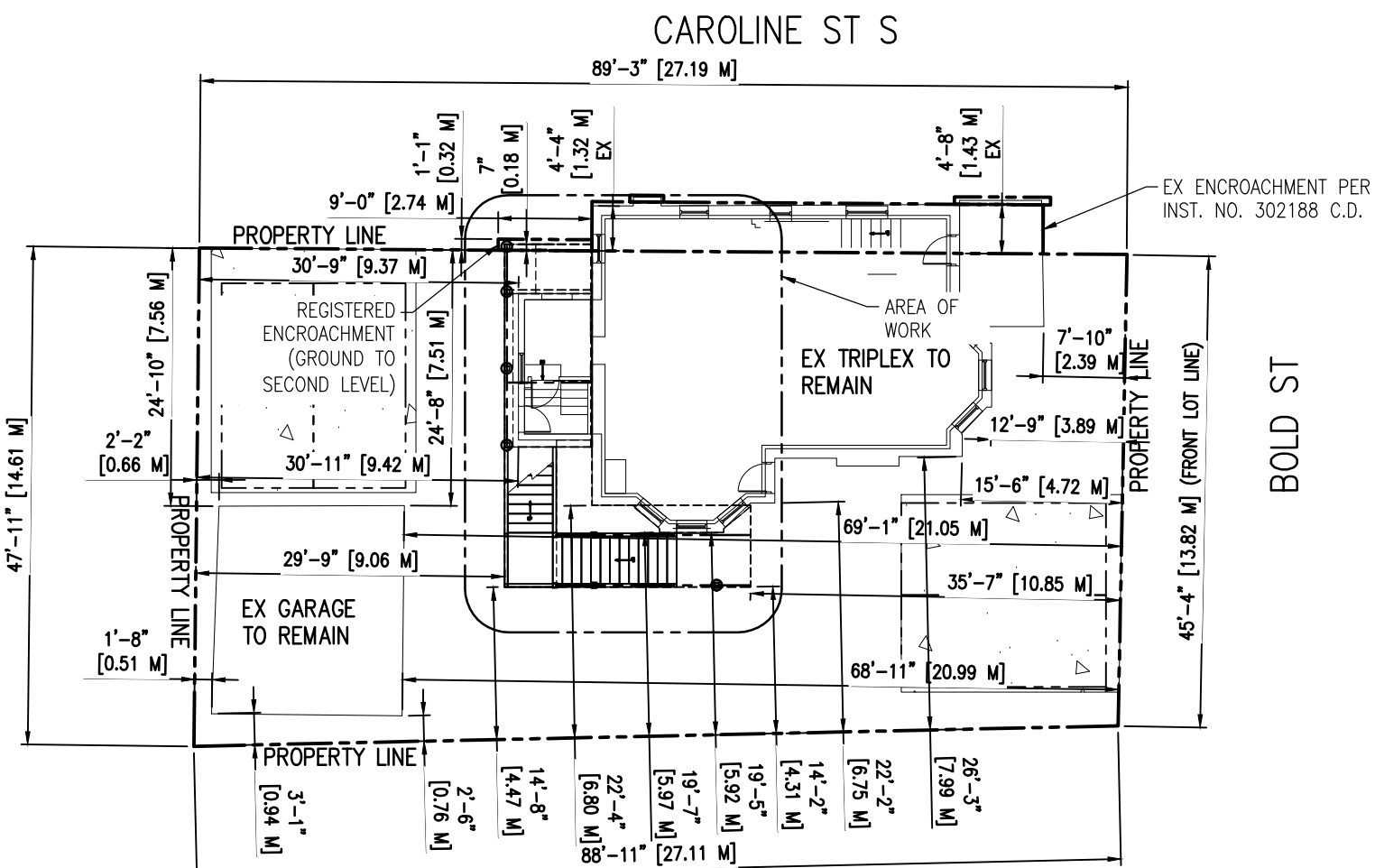
A separate registration for each person wishing to speak is required. Upon registering for a meeting, members of the public will be emailed a link for the Webex meeting the Wednesday afternoon before the hearing. The link must not be shared with others as it is unique to the registrant.

#### 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 (2<sup>nd</sup> 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](mailto: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.



**SITE SKETCH**  
1:200

**ZONING NOTES**

ZONING CLASSIFICATION 'E-3' - PER FORMER CITY OF HAMILTON BY-LAW 6593  
PROPERTY LINE PER BARICH GRENKIE LTD. PROJECT #2010707.

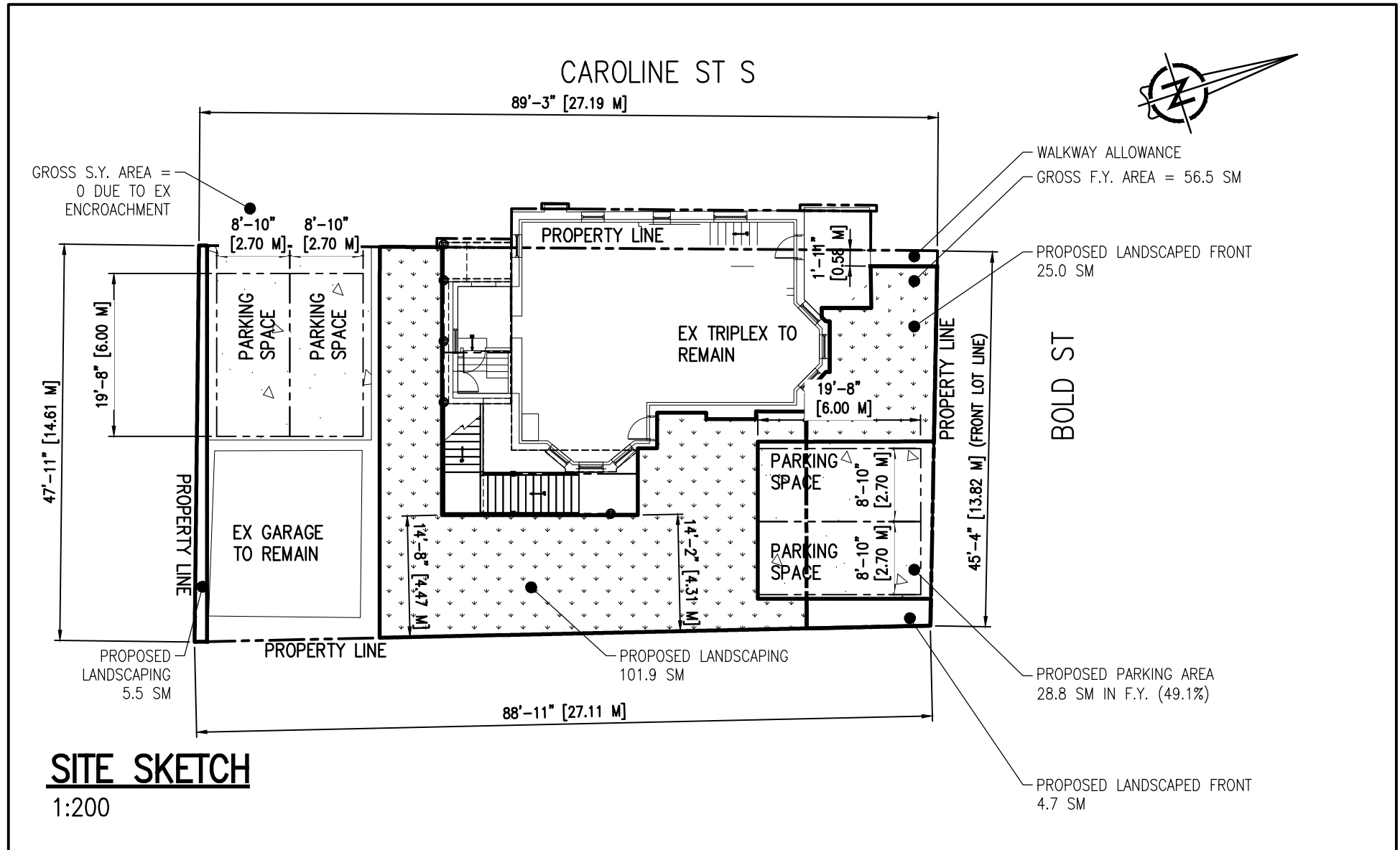
	REQUIRED	EXISTING
MIN LOT AREA	450 SM	385.7 SM
MIN LOT WIDTH	15 M	13.82 M
MIN F.Y.	5.8 M	4.72 M
MIN R.Y.	6.0 M	9.37 M
MIN S.Y.	6.8 M	-1.43 M (EX ENCROACHMENT), 5.92 M
MAX HEIGHT	18 STYS/57.0M	3 STYS/~11.2 M
MAX FLOOR AREA RATIO SUITE AREAS	1.7	0.77 (297.3 SM GFA) UNIT 1 89.4 SM UNIT 2 83.6 SM UNIT 3 90.3 SM

REV	Y-M-D	DESCRIPTION	BY	CHECKED
0	2023-03-20	FOR MINOR VARIANCE	E SELINGER	DG WEEKES
1	YYYY-MM-DD	-	-	-
2	YYYY-MM-DD	-	-	-
3	YYYY-MM-DD	-	-	-

**WEEKES ENGINEERING**  
130 FERGUSON AVE N  
HAMILTON ON L8R1L7  
905-218-5482  
www.WeekesEngineering.com

**147 BOLD ST**  
HAMILTON, ON L8P1T9  
PROPOSED EXTERIOR STAIRS

W.E. Prj #:	1514	DWG:	SP-101	SHT:	1	REV:	0
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**ZONING NOTES**

ZONING CLASSIFICATION 'E-3' - PER FORMER CITY OF HAMILTON BY-LAW 6593  
PROPERTY LINE PER BARICH GRENKIE LTD. PROJECT #2010707.

	REQUIRED	EXISTING
MIN LOT AREA	450 SM	385.7 SM
MIN LOT WIDTH	15 M	13.82 M
MIN PARKING	4	4
MIN LANDSCAPED AREA	154 SM (40%) MIN 28.3 SM IN FRONT (50%)	137.1 SM (35.5%) 29.7 SM (52.5%)

REV	Y-M-D	DESCRIPTION	BY	CHECKED
0	2023-03-20	FOR MINOR VARIANCE	E SELINGER	DG WEEKES
1	YYYY-MM-DD	-	-	-
2	YYYY-MM-DD	-	-	-
3	YYYY-MM-DD	-	-	-



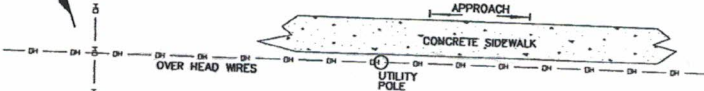
**WEEKES ENGINEERING**  
130 FERGUSON AVE N  
HAMILTON ON L8R1L7  
905-218-5482  
www.WeekesEngineering.com

**147 BOLD ST**  
HAMILTON, ON L8P1T9  
PARKING/LANDSCAPING PLAN

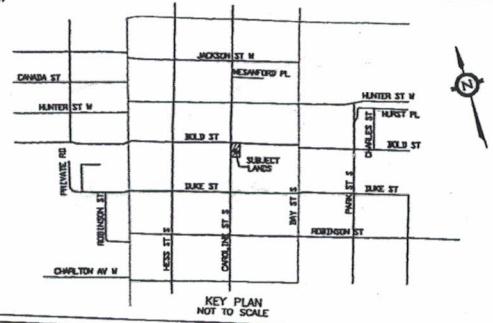
W.E. Prj #: 1514	DWG: SP-102	SHT: 1	REV: 0
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**B O L D S T R E E T**  
( BY REGISTERED PLAN 256, P.I.N. 17136-0226 (LT) )



**KEY MAP**



ADDRESS: 147 BOLD STREET

**SITE PLAN FOR PARKING SPACES ON  
PART OF LOT 228  
REGISTERED PLAN 256  
IN THE  
CITY OF HAMILTON**

**SCALE & NOTES**

SCALE: 1:200



**EDWARD J. GRENKIE**  
ONTARIO LAND SURVEYOR

© COPYRIGHT 2010

**BEARING NOTE**

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE SOUTHERLY LIMIT OF BOLD STREET AS SHOWN ON PLAN BY A.T. McLAREN LTD. FILE. No. 26248 HAVING A BEARING OF N71°38'05"W

**NOTE**

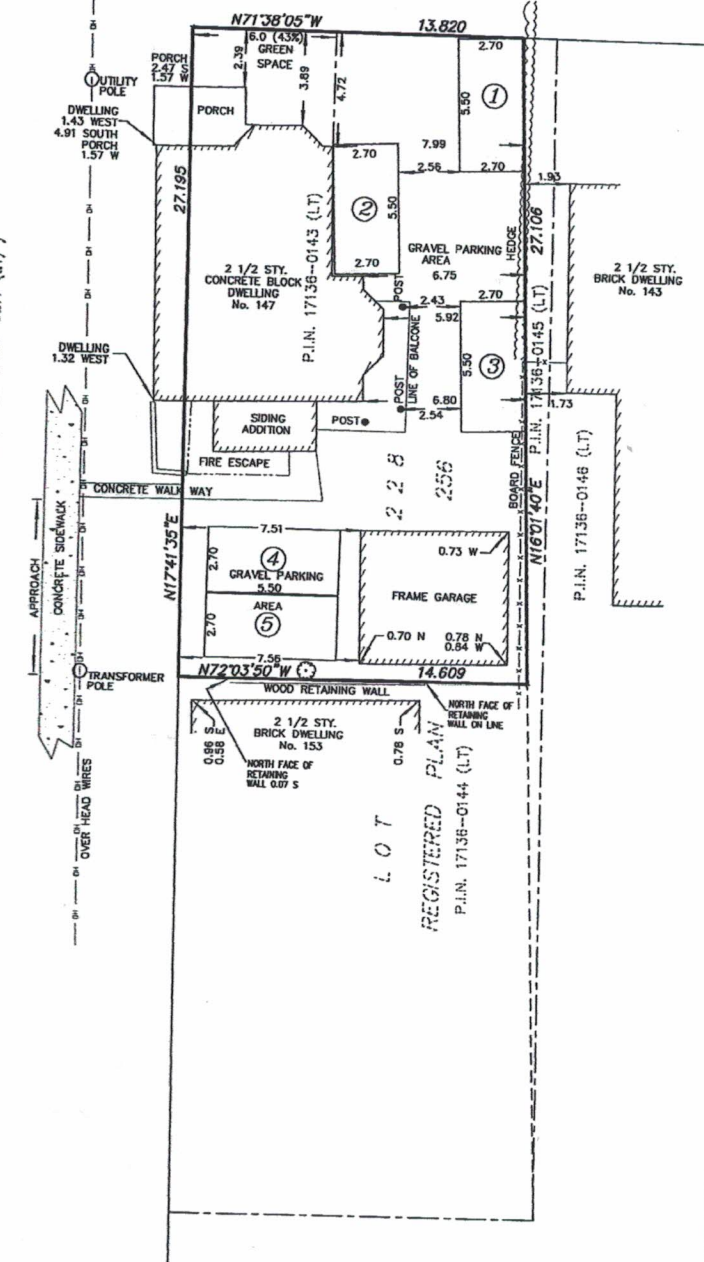
BEFORE DIGGING, ALL UNDERGROUND SERVICE SHOULD BE LOCATED ON SITE BY THE RESPECTIVE AGENCIES.

**METRIC**

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

THE SURVEY WAS COMPLETED ON FEBRUARY 11, 2010.

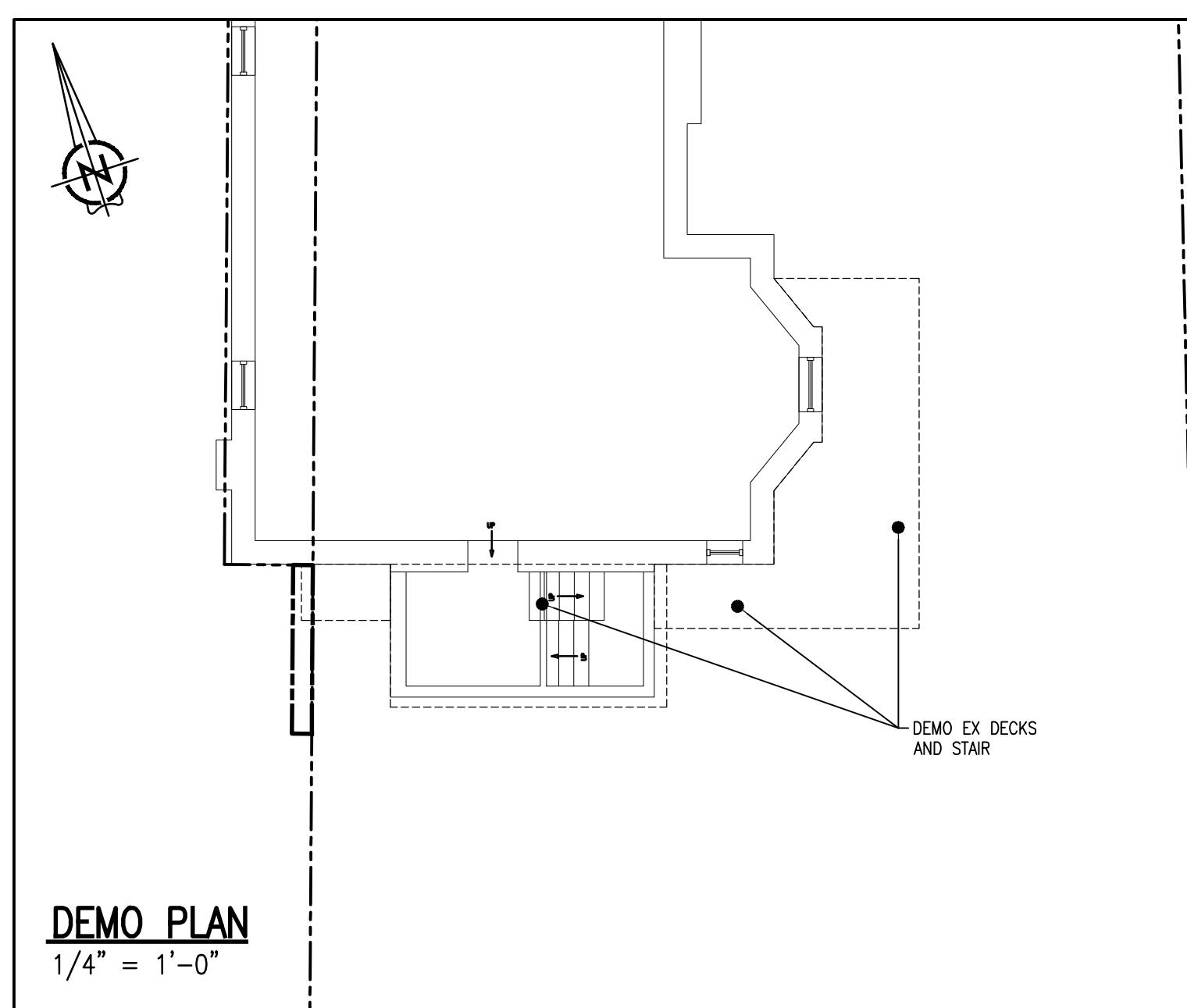
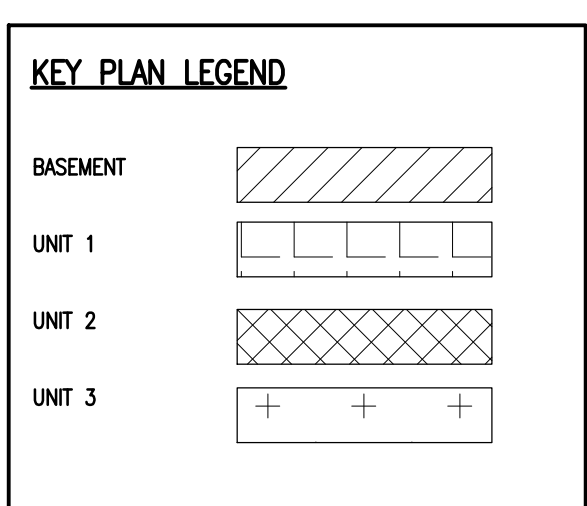
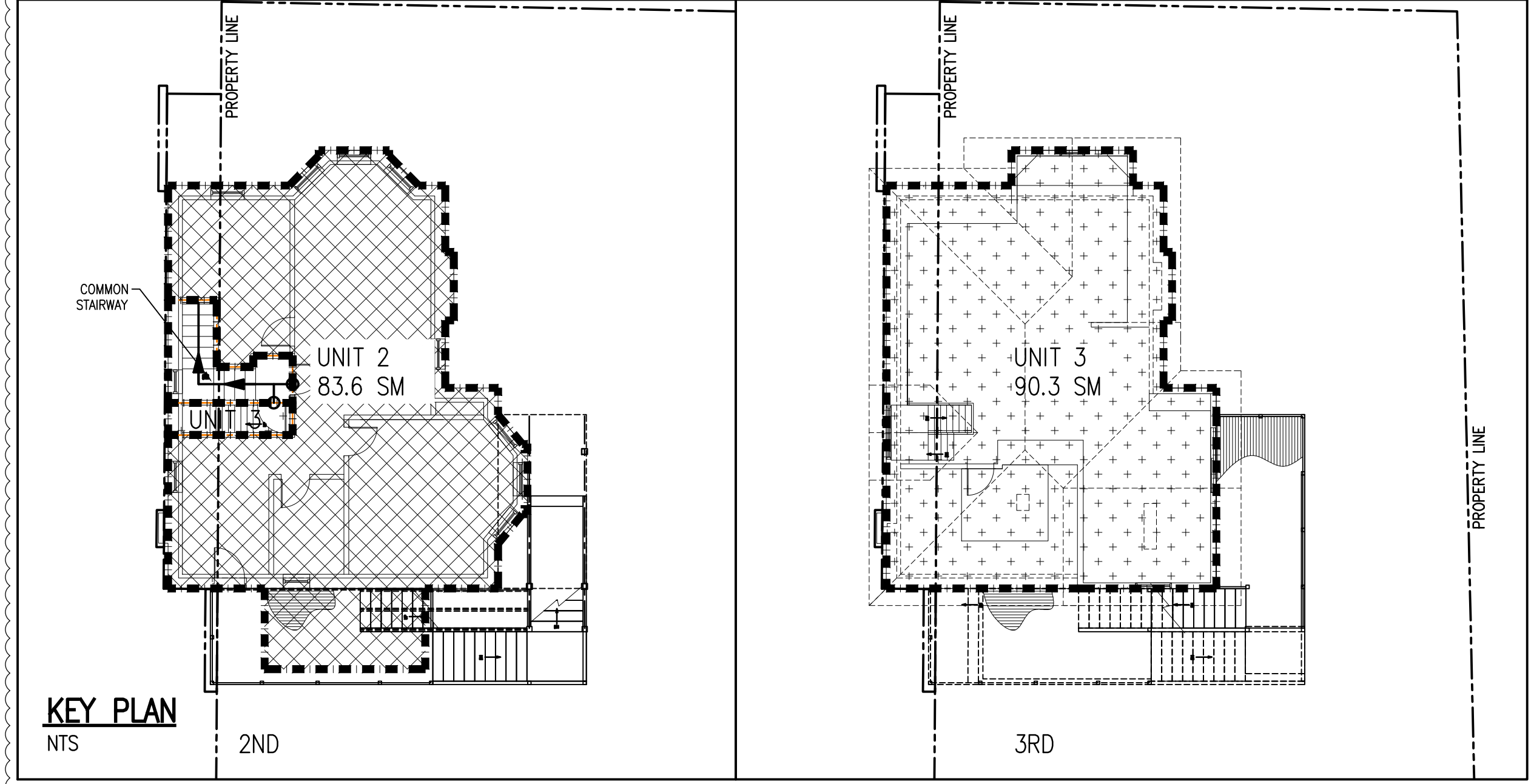
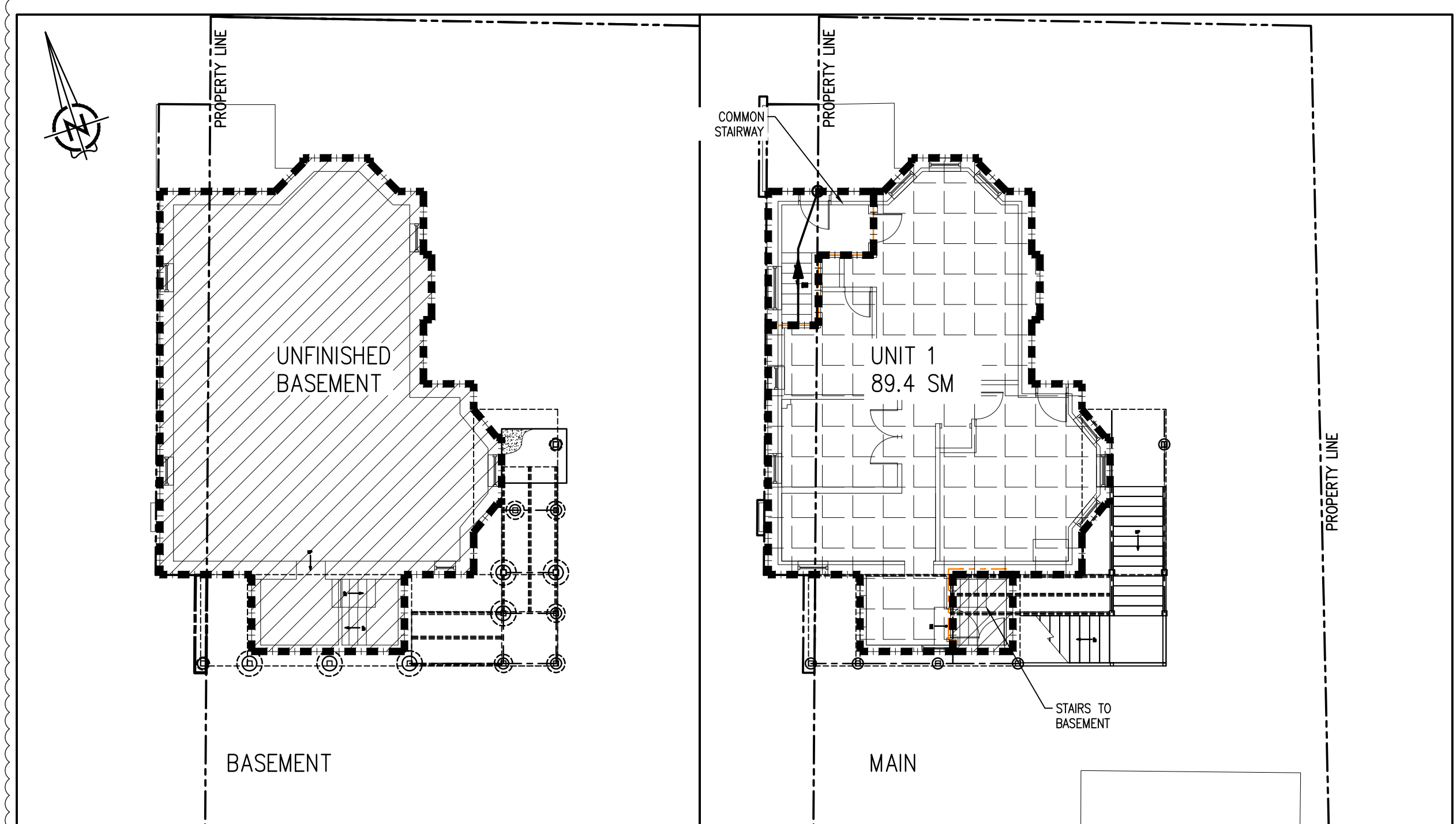
**C A R O L I N E S T R E E T S O U T H**  
( BY REGISTERED PLAN 256, P.I.N. 17136-0217 (LT) )



DATE: FEBRUARY 19, 2010

EDWARD J. GRENKIE  
ONTARIO LAND SURVEYOR

<p><b>Barich Grenkie Surveying Ltd.</b> 20 - 428 MILLEN ROAD - STONEY CREEK, ONT (905) 862-6787</p>	DWN BY: W. LA FORME
	CHK BY: EG
	JOB No. 2010707



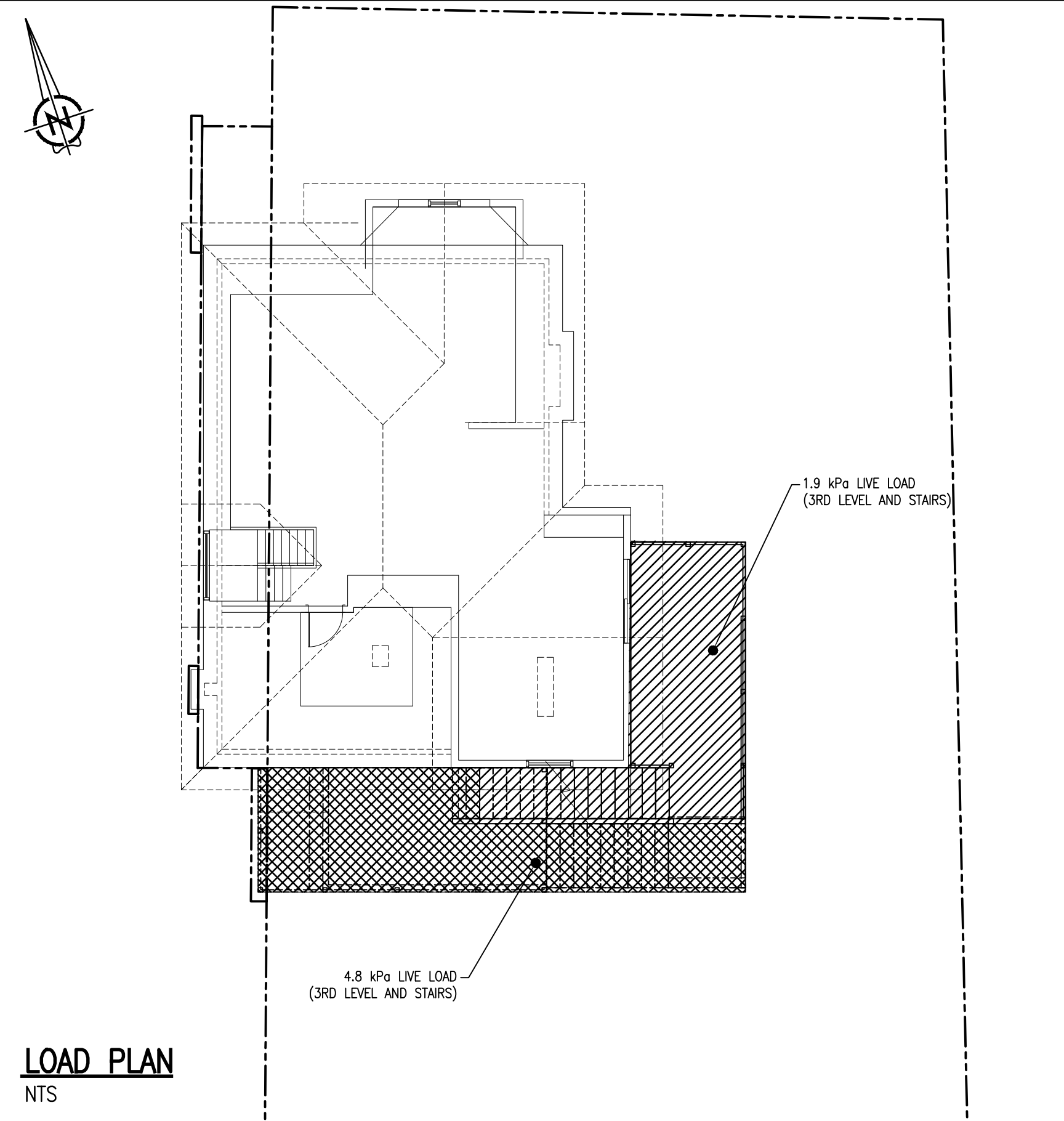
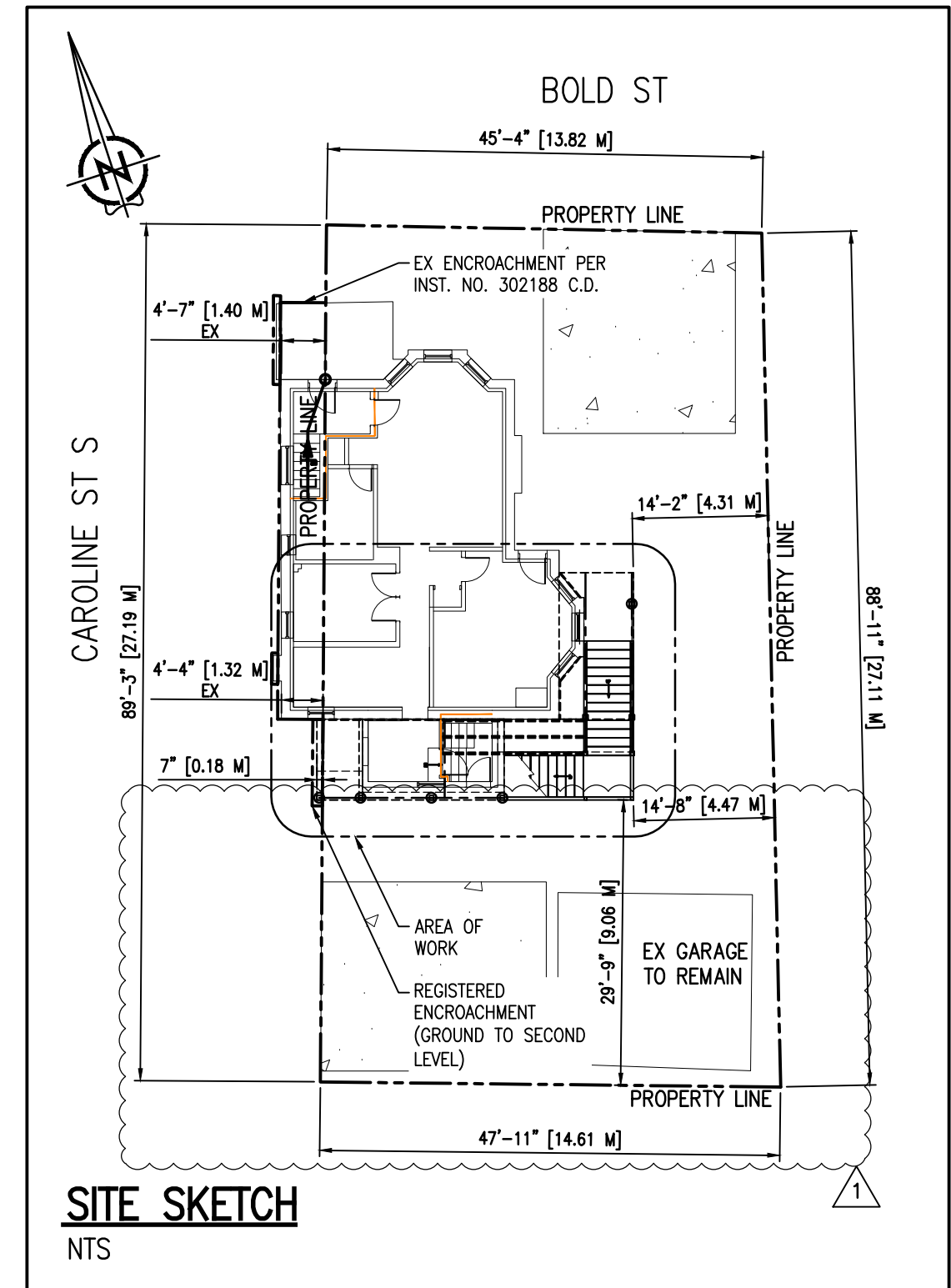
**DESIGN DATA**

OCCUPANCY CLASS	C (4-FLEX)
BUILDING AREA	99.1 m <sup>2</sup>
BUILDING HEIGHT	~11.2 m
NUMBER OF STORIES	3
BASEMENT LEVELS	1
FACING NUMBER OF STREETS	1

**LEGEND**

W1 EX EX CMU FOUNDATION WALL TO REMAIN

W2 EX EX MASONRY EXTERIOR WALL TO REMAIN



**LOCATION PLAN**

IMPERIAL: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

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 (ARCHITECTURAL, PART 9 STRUCTURAL).

REV	Y-M-D	DESCRIPTION	BY	CHECKED
0	2022-09-21	FOR PERMIT	E SELINGER	DG WEEKES
1	2023-03-20	FOR PERMIT, REVISION	E SELINGER	DG WEEKES
2	YYYY-MM-DD	-	-	-
3	YYYY-MM-DD	-	-	-

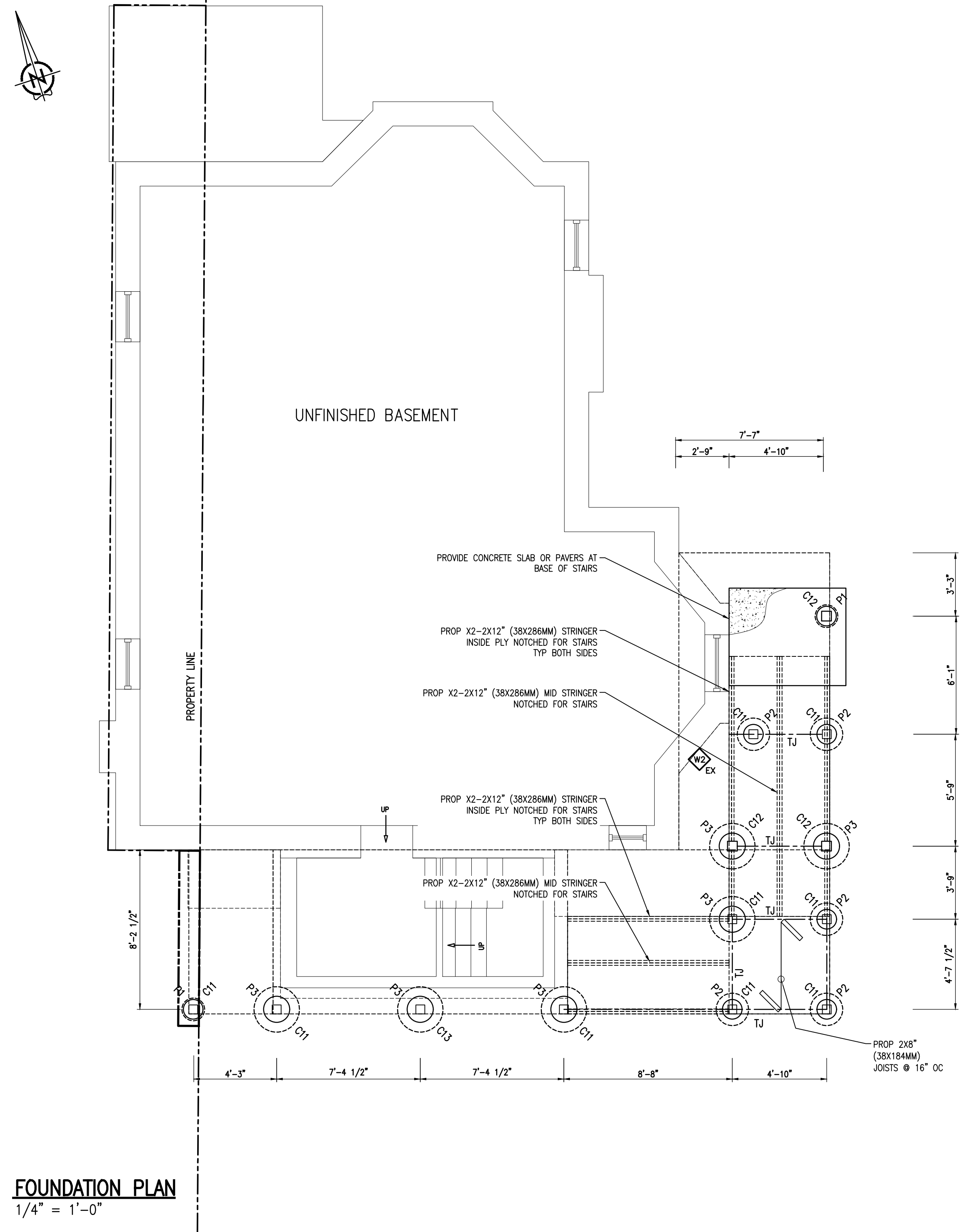
ELEANOR SELINGER *Eleanor Selinger* 43713  
SIGNATURE BCIN

WEEKES ENGINEERING  
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HAMILTON ON L8P1L7  
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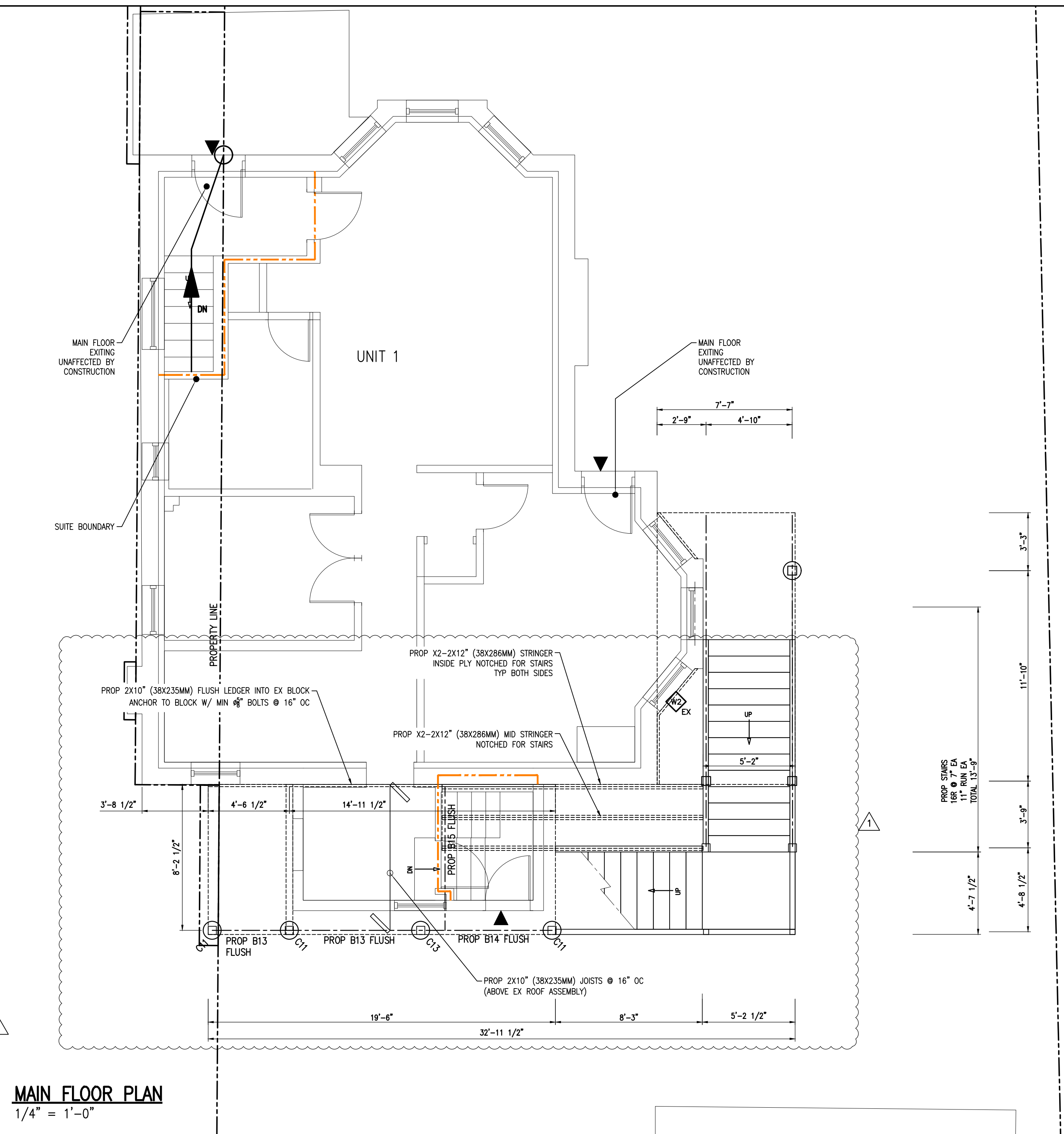
147 BOLD ST  
HAMILTON, ON L8P1T9  
PROPOSED EXTERIOR STAIRS

W.E. Prj #: 1508 DWG: A-100 SHT: 1 REV: 1





**FOUNDATION PLAN**  
1/4" = 1'-0"



**MAIN FLOOR PLAN**  
1/4" = 1'-0"

**LEGEND**

- B11 PROP BEAM  
X3-2X8" (38X184MM) P.T. SPF 1-2
- B12 PROP BEAM  
X3-2X8" (38X184MM) P.T. SPF 1-2
- B13 PROP BEAM  
X3-2X10" (38X235MM) P.T. SPF 1-2
- B14 PROP BEAM  
X4-2X10" (38X235MM) P.T. SPF 1-2
- B15 PROP BEAM  
X3-2X10" (38X235MM) P.T. SPF 1-2
- C11 PROP POST  
5.5X5.5" (140X140MM) P.T. SPF 1-2  
W/ CB66 POST INTO CONCRETE
- C12 PROP POST  
6X6X4" HSS  
W/ 10X10X" TOP AND 10X10X" BTM PLATE  
X4-#4 ANCHORS INTO CONCRETE
- C13 PROP POST  
3X3X2" HSS  
W/ 6X6X" TOP AND 6X6X4" BTM PLATE  
X4-#4 ANCHORS INTO CONCRETE
- P1 PROP PIER  
MIN #12" PIER W/ #14" FTG  
BTM OF FTG MIN 48" BELOW GRADE  
TOP OF PIER MIN 6" ABOVE GRADE
- P2 PROP PIER  
MIN #12" PIER W/ #20" FTG  
BTM OF FTG MIN 48" BELOW GRADE  
TOP OF PIER MIN 6" ABOVE GRADE
- P3 PROP PIER  
MIN #16" PIER W/ #28" FTG  
BTM OF FTG MIN 48" BELOW GRADE  
TOP OF PIER MIN 6" ABOVE GRADE



**STRUCTURAL NOTES**

- STRUCTURAL STEEL**
- ALL STRUCTURAL STEEL PLATES, BEAMS, HSS AND ANGLES PROPOSED SHALL BE GRADE 300W OR BETTER, PER CSA 440.20/21.
  - ALL STEEL SHALL BE PRIME PAINTED MIN 1 MILS THICKNESS.
  - ALL WELDS SHALL BE COMPLETED PER CSA W69, BY A FIRM REGISTERED PER CSA 47.1.
  - ALL WELDS TO BE #3 FILLET, UNLESS OTHERWISE NOTED.
- WOOD**
- ALL WOOD MEMBERS ARE TO BE SPF 1-2, FOR INTERIOR SERVICE UNLESS OTHERWISE NOTED.
  - ALL WOOD MEMBERS ARE SUITABLE FOR THE LOADS STATED, PER CSA 086 LIMIT STATES DESIGN.
  - ALL NAILING SHALL COMPLY WITH OBC 9.23.3.3, AT MINIMUM, AND AS STATED ON THIS PLAN.
  - ALL SIDE LOADED MEMBERS REQUIRE STAGGERED FASTENERS ON THE SECOND SIDE SO THEY FALL HALFWAY BETWEEN FASTENERS ON THE FIRST SIDE.
  - ALL MULTI-PLY MEMBER SHALL HAVE MULTI-PLY NAILING. X3 ROWS 100 COMMON 3" LG @ 12" OC BOTH SIDES.
  - DIFFERENTIAL SIZED SISTERING OF MEMBERS SHALL BE WITH X2 ROWS OF 100 COMMON 3" LG @ 12" OC, STAGGERED 12" OC EACH ROW.
  - VERTICAL X2 2X4" OR 2X6" SPF MEMBERS ARE TO BE PROVIDED AT WOOD LINTEL END BEARING, U.O.N.
  - ALL ENDS SUPPORTS FOR LINTELS OVER 72", SHALL HAVE X3 PLY END SUPPORT MEMBERS WITH 3" END BEARING.
  - ALL POINT LOADS SHALL HAVE SOLID BLOCKING, FULLY DOWN TO THE FOUNDATION WALL, ALL LOCATIONS.
  - ALL EXTERIOR WOOD MEMBERS TO BE PRESSURE TREATED.
  - HANGERS TO BE SIMPSON STRONG-TIE UNLESS OTHERWISE SPECIFIED.
  - ALL NAILS TO BE 100 COMMON NAILS UNLESS OTHERWISE SPECIFIED.
  - ALL BOLTS TO BE MIN 1" FROM ALL EDGES.
- CONCRETE**
- ALL CONCRETE SHALL BE 25MPA (28 DAY), W/ 20MM AGGREGATE.
  - ALL CONCRETE POURS SHALL BE VIBRATED TO ELIMINATE VOIDS.
  - FORM WORK AND CONCRETE SHALL BE PER CAN/CSA 23.1.
  - REINFORCING BARS SHALL BE PER CAN/CSA C30.18.
  - GRADE 300R BARS FOR STIRRUPS AND TIES, GRADE 400R IN ALL OTHER LOCATIONS.
  - ALL BAR FABRICATION, BENDING AND PLACEMENT SHALL BE PER CAN/CSA 23.3.
  - SPLICES SHALL BE 16" FOR 10M BARS, AND 20" FOR 15M BARS.
  - BARS SHALL HAVE MIN 3" CONCRETE COVER.
- GENERAL**
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCING ANY WORKS.
  - SHOP SKETCHES / DRAWING WILL BE REQUIRED IN AREAS NOT FULLY EXPOSED. CONTACT THE ENGINEER OF RECORD ONCE A CONCEALED AREA IS EXPOSED.

**LOADS**

3RD FLR DECK DEAD LOAD	1.0 kPa
3RD FLR DECK LIVE LOAD	1.9 kPa
2ND FLR DECK DEAD LOAD	1.0 kPa
2ND FLR DECK LIVE LOAD	4.8 kPa
2012 OBC SNOW LOAD (HAMILTON, BELOW ESCARPMENT, EAST OF 403)	
	$S_s = 1.1 S_r = 0.4$
	$S = 0.55 * 1.1 + 0.4 = 1.01 \text{ kPa}$

**STAIR, GUARD, AND HANDRAIL NOTES (PART 9 AND DWELLING UNITS PER 3.3.4.7.)**

GUARDS TO BE CONSTRUCTED PER 9.8.8.  
HANDRAILS TO BE CONSTRUCTED PER 9.8.7.

AT LEAST ONE REQUIRED HANDRAIL SHALL BE CONTINUOUS THROUGH THE LENGTH OF THE STAIR.

REQUIRED GUARD HEIGHT (EXTERIOR): 1070 MM  
REQUIRED HANDRAIL HEIGHT: 865-965 MM  
REQUIRED STAIR/CURT WIDTH: 860 MM  
REQUIRED STAIR CLEARANCE: 1950 MM

MINIMUM LOADS FOR HANDRAILS:

CONCENTRATED	0.9 kN
DISTRIBUTED	0.7 kN/m

**LEGEND**

- EX CMU FOUNDATION WALL TO REMAIN
- EX MASONRY EXTERIOR WALL TO REMAIN

IMPERIAL: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

REV	Y-M-D	DESCRIPTION	BY	CHECKED
0	2022-09-21	FOR PERMIT	E SELINGER	DG WEEKES
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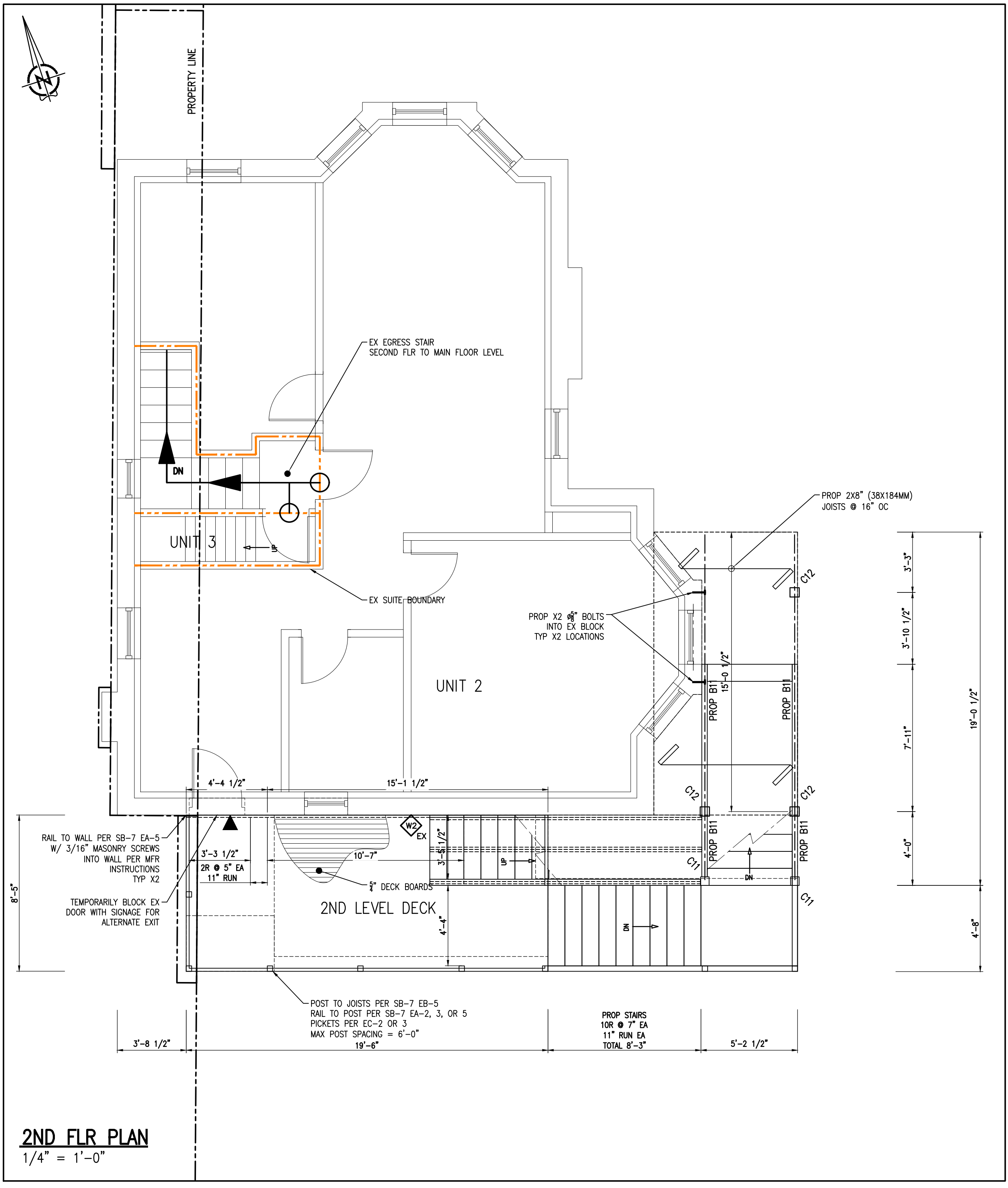
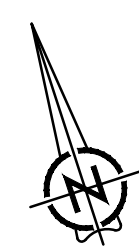
THE UNDERSIGNED HAS REVIEWED AND TAKES RESPONSIBILITY FOR THIS DESIGN, AND HAS THE QUALIFICATIONS AND MEETS THE REQUIREMENTS SET OUT IN THE ONTARIO BUILDING CODE TO BE A DESIGNER (ARCHITECTURAL, PART 9 STRUCTURAL).

ELEANOR SELINGER *Eleanor Selinger* 43713  
SIGNATURE BCIN  
WEEKES ENGINEERING INC. 125717  
BCIN

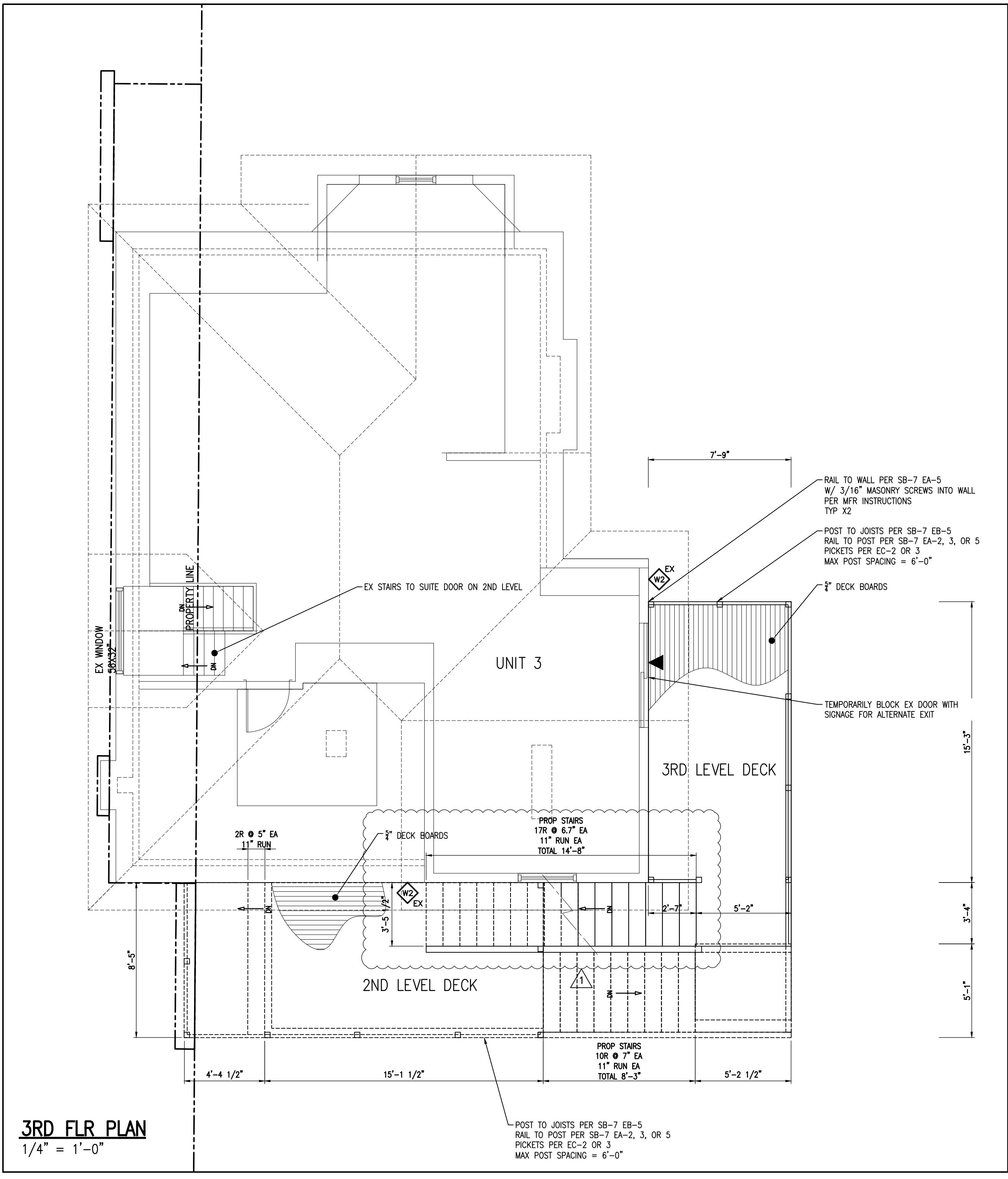
**WEEKES ENGINEERING**  
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**147 BOLD ST**  
HAMILTON, ON L8P1T9  
PROPOSED EXTERIOR STAIRS

W.E. Prj #: 1508    DWG: A-101    SHT: 1    REV: 1



**2ND FLR PLAN**  
1/4" = 1'-0"



**3RD FLR PLAN**  
1/4" = 1'-0"

LEGEND	
	EX CMU FOUNDATION WALL TO REMAIN
	EX MASONRY EXTERIOR WALL TO REMAIN

IMPERIAL: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

REV	Y-M-D	DESCRIPTION	BY	CHECKED
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2	YYYY-MM-DD	-	-	-
3	YYYY-MM-DD	-	-	-

ELEANOR SELINGER  
SIGNATURE  
WEEKES ENGINEERING INC. 125717 BCIN

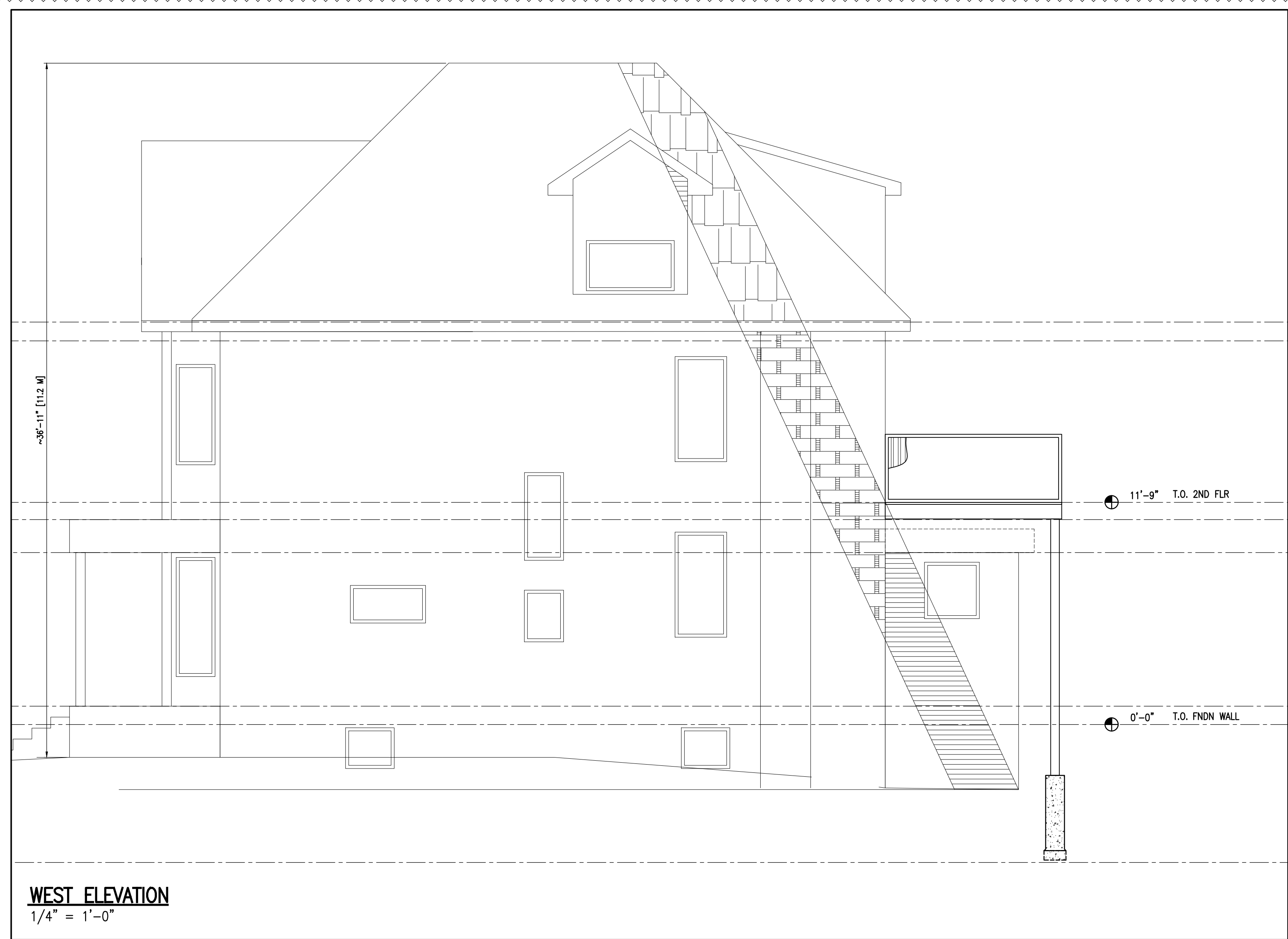


**147 BOLD ST**  
HAMILTON, ON L8P1T9  
PROPOSED EXTERIOR STAIRS

W.E. Prj #: 1508 DWG: A-102 SHT: 1 REV: 1



**NORTH ELEVATION**  
1/4" = 1'-0"

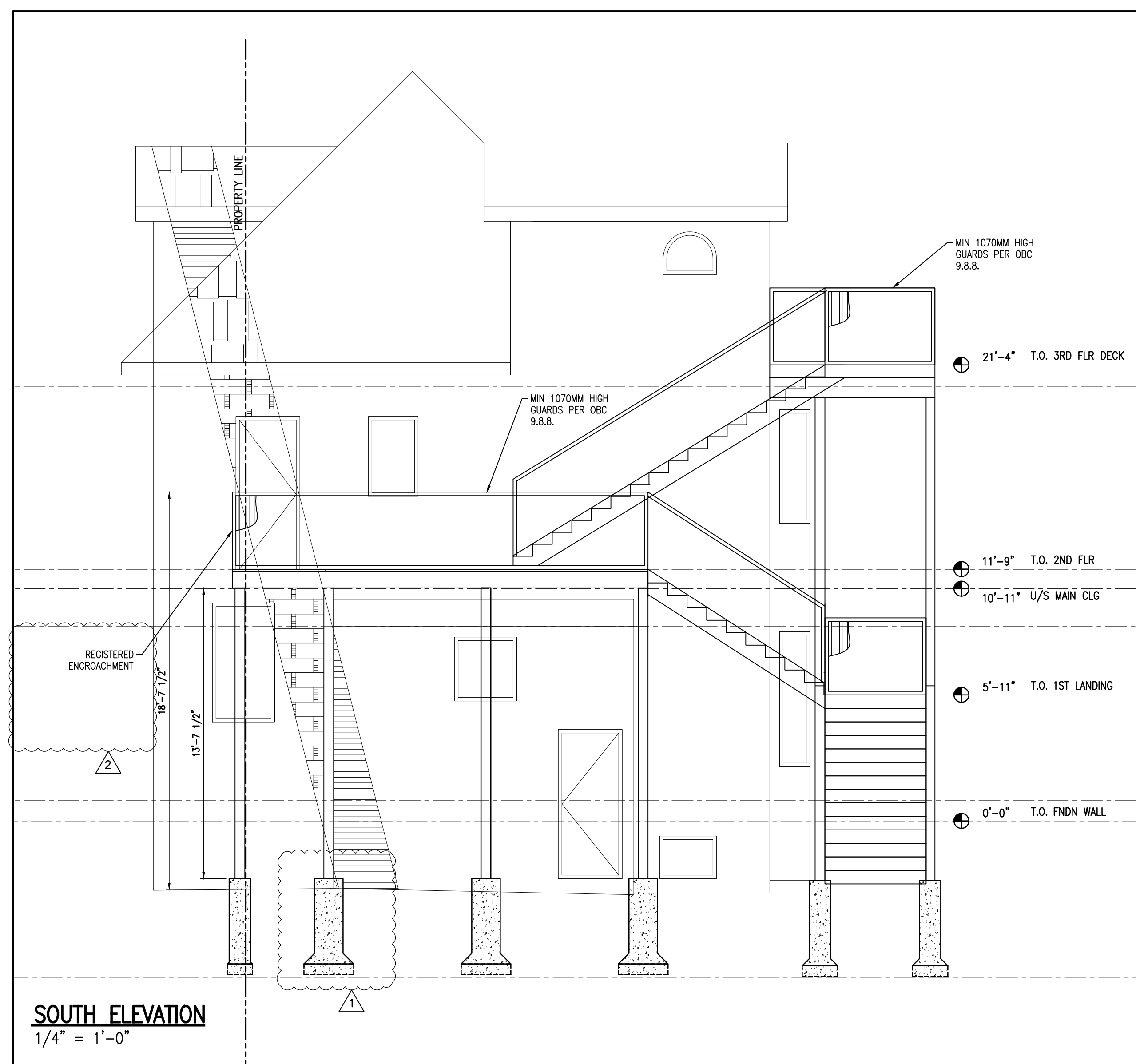


**WEST ELEVATION**  
1/4" = 1'-0"

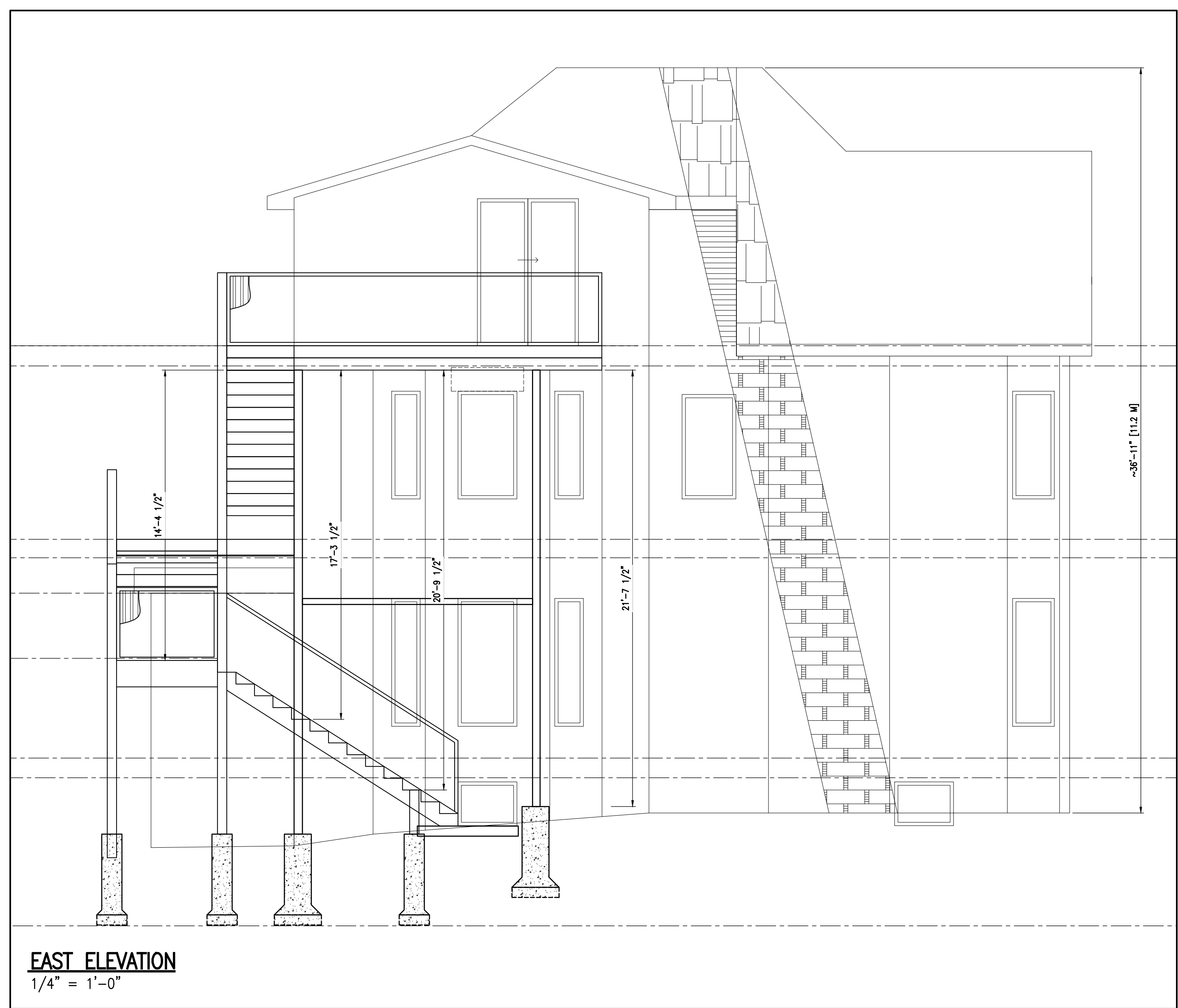
IMPERIAL: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

REV	Y-M-D	DESCRIPTION	BY	CHECKED
0	2022-09-21	FOR PERMIT	E SELINGER	DG WEEKES
1	2023-03-20	FOR PERMIT, REVISION	E SELINGER	DG WEEKES
2	YYYY-MM-DD	-	-	-
3	YYYY-MM-DD	-	-	-

ELEANOR SELINGER <i>Eleanor Selinger</i> 43713 SIGNATURE BCIN WEEKES ENGINEERING INC. 125717 BCIN	<b>WEEKES</b> ENGINEERING 130 FERGUSON AVE. N HAMILTON ON L8P1T9 905-218-5482 www.WeekesEngineering.com
W.E. Prj #: 1508	<b>147 BOLD ST</b> HAMILTON, ON L8P1T9 PROPOSED EXTERIOR STAIRS
DWG: A-103	SHT: 1 REV: 1



**SOUTH ELEVATION**  
1/4" = 1'-0"



**EAST ELEVATION**  
1/4" = 1'-0"

IMPERIAL: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

REV	Y-M-D	DESCRIPTION	BY	CHECKED
0	2023-03-20	FOR PERMIT	E SELINGER	DG WEEKES
1	YYYY-MM-DD	-	-	-
2	YYYY-MM-DD	-	-	-
3	YYYY-MM-DD	-	-	-

ELEANOR SELINGER <i>Eleanor Selinger</i> 43713 SIGNATURE BCIN WEEKES ENGINEERING INC. 125717 BCIN	 <b>WEEKES</b> ENGINEERING 130 FERGUSON AVE N HAMILTON ON L8P1T7 905-218-5482 www.WeekesEngineering.com	<b>147 BOLD ST</b> HAMILTON, ON L8P1T9 PROPOSED EXTERIOR STAIRS

THIS ENCROACHMENT AGREEMENT made this [Note to Draft: City will insert date] 22 day of February, 2023

BETWEEN:

CITY OF HAMILTON

("City")

- and -

[NAME OF OWNER]

WAYE, OLIVIA WING-SZE & WAYE, CASTOR

("Owner")

WHEREAS:

The Owner is the registered owner of the property known municipally as

[MUNICIPAL ADDRESS]

147 Bold Street, Hamilton, ON

in the City of Hamilton further described in Schedule "A" attached ("Owner's Property");

The City is the registered owner of a road allowance or other property abutting the Owner's Property, being

[NOTE TO DRAFT: INSERT PIN # AND MUNICIPAL ADDRESS OR STREET NAME OF CITY PROPERTY.]

Municipal Address/Street Name: Caroline Street South, Hamilton

PIN #: 17136-0217 (LT)

("City's Property");

The Owner wishes to establish and/or maintain an Encroachment in, on or above the City's Property, in the manner and to the extent described in Schedule "B" attached ("Encroachment");

Sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 authorize the City to act as is necessary or desirable for municipal purposes, and in particular paragraphs 4, 6 and 7 of subsection 10(2) authorize the municipality to act with respect to: public assets of the municipality acquired for the purpose of exercising its authority under the *Municipal Act, 2001*, S.O. 2001, c. 25 or any other Act; the health, safety and well-being of persons; and the provision of any service or thing that it considers necessary or desirable for the public;

The *Municipal Act, 2001*, S.O. 2001, c. 25 further authorizes the City, amongst other things, to delegate its authority and to impose fees or charges on persons for services or activities provided or done by or on behalf of it;

The Council of the City ("Council") has authorized agreements to permit certain Encroachments in, on or above City road allowances or other City property in accordance with Encroachments on City Property – Policy and Procedure (PW11024) – (City Wide) adopted by Council on April 4, 2011; and

The City has agreed to permit the Encroachment subject to the terms and conditions set out below.

**NOW THEREFORE** the City and the Owner agree as follows:

**1.0 Definitions:**

- 1.1 "City Authority" means the Public Works, Engineering Services Division or such other City department, division, section, official or person(s) designated from time to time by Council.
- 1.2 "Encroachment" means an improvement, such as a building, structure, planted area or Outdoor Boulevard Café, made to City Property that is located entirely or partly in, on, under or above the City's Property.
- 1.3 "Outdoor Boulevard Café" means an outdoor café/patio that is situated either partly or wholly within City Property.

**2.0 Establishing and Maintaining the Encroachment:**

- 2.1 The Owner may establish and maintain the Encroachment in, on, under or above the City's Property in the manner and to the extent described in Schedule "B" attached.
- 2.2 The design, construction, and location of the Encroachment shall be authorized by the City Authority in advance and the Encroachment shall be erected and maintained in all respects by the Owner to the satisfaction of the City Authority. The fact that the City Authority shall have authorized the design, location and construction of the Encroachment shall in no way affect, discharge or modify any liability; any requirement or obligation of the Owner under this Agreement.
- 2.3 Except as required for Outdoor Boulevard Cafes that require a Building Permit, as set out in 3.1 below, the Owner shall on being requested by the City, provide to the City Authority copies of an "as constructed" plan and profile drawings which locate the Encroachment with respect to the Owner's Property and the City's Property including exact measurements and offsets to property lines and existing property bars.
- 2.4 The Owner shall ensure that the Encroachment does not interfere with the free and safe passage of persons using the road allowance.
- 2.5 The Owner shall at all times maintain the Encroachment in a good and safe condition.
- 2.6 The Owner and any successors, heirs and assigns shall notify the City Authority of any changes in ownership of the Owner's Property.

**3.0 Fees:**

- 3.1 The Owner shall pay the following fees to the City during the term of this Agreement:
  - 3.1.1 an application fee of \$  plus H.S.T. shall be payable by the Owner at the time of filing an Encroachment Agreement Application. The application/initial fee shall be payable by cheque or bank draft to "City of Hamilton" clearly marked with the address of the Owner's Property, municipal tax roll number and the purpose of the cheque or bank draft;

- 3.1.2 an annual fee of \$ 65.69 plus H.S.T. for the first year and subsequent years of the Encroachment Agreement, which fee has not been prorated, be payable on January 1st in each subsequent year and shall be added to the property tax roll as set out in article 4.2 below. The annual fee shall be subject to change from time to time as determined by the City's User Fees and Charges by-law and any notice that may be required for the passage of such by-law shall be sufficient for the purposes of this section.
- 3.2 The Owner authorizes the Treasurer to add annual fees on a yearly basis to the tax roll for the Owner's Property as provided for in article 4.1.2 and the Treasurer shall collect them in the same manner as municipal taxes.
- 3.3 Owners whose properties are tax exempt shall pay their annual fees by cheque or bank draft payable to "City of Hamilton" clearly marked with the address of the Owner's Property, municipal tax roll number and the purpose of the cheque or bank draft.
- 3.4 The fees under article 3.1.1 and 3.3 shall be delivered personally to:  
City of Hamilton  
Public Works Department – Engineering Services Division  
100 King Street West, 2nd Floor  
Hamilton, ON L8P 1A2  
or by mail in accordance with section 8.3 below.
- 3.5 In addition to paying the fees set out in 3.1 above, the Owner agrees to pay the City upon demand any additional expenses incurred by the City as may be provided for in this Agreement and which fees and expenses shall become a debt of the Owner. The Treasurer shall add any unpaid fees and expenses payable by the Owner to the City under this Agreement to the tax roll for the Owner's property and shall collect them in the same manner as municipal taxes.
- 3.6 The Owner acknowledges that it is liable to pay all fees, expenses, taxes, charges, duties, rates or levies, if any, assessed in respect of the Encroachment as, when and if any of these become due and payable.



**4.0 Registration of Agreement:**

4.1 The Owner consents to the registration of this Agreement against title to the Owner's Property by the Owner's solicitor and at the Owner's expense. In so doing, the Owner shall direct its Solicitor to provide a copy of the registered document to the City immediately following its registration.

**5.0 Indemnity and Insurance:**

5.1 The Owner agrees to defend, indemnify and save harmless the City from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss howsoever arising which the City or the Owner may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the Encroachment.

**5.2**

5.2.1 Commercial

Throughout the term of the Agreement (including where applicable, any renewal thereof), the Owner shall obtain and maintain at its own expense, including the cost of any applicable deductible, a Commercial General Liability insurance policy for third party bodily injury and property damage arising out of the granting of the privilege set out in this Agreement to a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence or such other amount that may be required by the City from time to time. This policy shall include a cross-liability and waiver of subrogation clause in respect of each named insured and shall be endorsed to include the City of Hamilton as additional insured. The policy shall provide that at least 30 days prior written notice (10 days in the event of non-payment of premiums) shall be given to the City by the Insurer before the Insurer or Owner takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.

## 5.2.2 Residential

Throughout the term of the Agreement (including where applicable, any renewal thereof), the Owner shall obtain and maintain at its own expense, including the cost of any applicable deductible, Third Party Liability Insurance for bodily injury and property damage arising out of the granting of the privilege set out in this Agreement to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. At the time of the execution of this Agreement, and thereafter during the term of the Agreement, no later than 20 Business Days after the renewal date of the policy, the Owner shall delivery to the City evidence of such insurance by way of a copy of the Personal Lines policy declarations page or a Certificate of Insurance showing thereon relevant coverage and referencing the Owner's property. At the City's election, the Owner shall provide a certified copy of the insurance policy required herein. Certificate Holder will be addressed as the City of Hamilton, City Centre, 71 Main Street West, Hamilton, Ontario, Canada, L8P 4Y5. All evidence of insurance shall be mailed to this address to the attention of Road Programming Technician, Geomatics and Corridor Management, Engineering Services, Public Works.

**5.3** At the time of the execution of this Agreement, and thereafter during the term of the Agreement, no later than 20 Business Days prior to the renewal date of the policy the Owner shall deliver to the City an original Certificate of Insurance originally signed by an authorized insurance representative and confirming thereon relevant coverage information including but not limited to a reference to the Encroachment Agreement including the address of the applicable location and showing the City of Hamilton as additional insured. At the City's election, the Owner shall provide a certified copy of insurance policy required herein.

**5.4** Certificate Holder will be addressed as the City of Hamilton, 71 Main Street West, Hamilton, Ontario Canada L8P 4Y5. All certificates, cancellation, non-renewal or adverse change notices shall be mailed to this address to the attention of Public Works, Engineering Services Division.

**6.0 Alteration, Repair or Removal of Encroachment:**

**6.1** If with respect to the Encroachment:

7.1.1 any act or thing is contrary to a requirement of the City Authority;

7.1.2 any act or thing is done of which the City Authority disapproves;

7.1.3 in the opinion of the City Authority, the Owner has failed to maintain the Encroachment in a safe condition,

then the City Authority may verbally or in writing require the Owner to alter or repair the Encroachment or to remove the Encroachment and restore the City's Property to a condition acceptable to the City Authority. If the Encroachment is not altered or repaired within forty-eight hours or if the Encroachment is not removed and the City's Property restored within thirty (30) days after such requirement then the City Authority may cause the alteration or repair or the removal and restoration to be done either by its own employees or by some other person at the expense of the Owner.

**6.2**

6.2.1 This Agreement is subject to all rights now or that may hereafter be vested in the City or in any gas, water, telephone, electric, light or other company, in respect of the care and improvement of the City's Property or the construction, repair replacement or removal of sewers, culverts, drains, water or gas pipes or the placing of poles or wires (the "services") therein. The City expressly reserves to itself the right to construct services or permit services to be constructed.

6.2.2 The City expressly reserves to itself the right to temporarily or permanently remove an encroachment (or a portion of an encroachment) and suspend all rights extended to the Owner under this Agreement where urgent, exceptional or emergency circumstance arises requiring a response by the City.

Where such circumstances arise, the City may take whatever steps it determines to be necessary, including removing an encroachment or a portion of an

encroachment; preventing an encroachment from being used; or taking steps that would prohibit or hinder an encroachment from being used in its usual manner. The City shall not be responsible for any damages arising from its exercise of this reserved privilege and may exercise this privilege without notice to the Owner. Where possible, the City will provide notice to the Owner, however such notice may be less than that otherwise provided for by this Agreement.

6.2.3 The Owner shall not be entitled to any compensation of any type by reason of the exercise of the rights contained in this section and the Owner shall, at its own expense, carry out such alteration or repair of the Encroachment or removal of the Encroachment and restoration of the City's Property as the City Authority may require.

**7.0 Termination:**

7.1 This Agreement may be terminated at any time:

7.1.1 by the City for any reason after the delivery to the Owner of written notice of the City's intention to terminate at least thirty (30) days prior to such termination. Within thirty (30) days of the delivery by the City of notice of its intention to terminate this Agreement, the Owner shall remove the Encroachment, restore the City's Property to a condition acceptable to the City Authority and notify the City Authority in writing when this has occurred;

7.1.2 on the mutual consent of the City and the Owner by means of a written agreement. Within sixty (60) days of the execution of the written agreement, or such other time as may be mutually agreed upon, the Owner shall remove the Encroachment, restore the City's Property to a condition acceptable to the City Authority and shall notify the City Authority in writing when this has occurred;

7.1.3 the Owner ceasing to be the registered owner of the premises described as the Owner's Property herein;

7.1.4 the Owner fails to comply with any other provision in this Agreement; or

7.1.6 where urgent, emergency and exceptional situations occur and will include the ability of the City Authority to take action to remove and restore by its own forces when and where necessary.

7.2 On the happening of any of the following this Agreement will terminate immediately:

7.2.1 changes are made to either the Owner's Property such that it impacts on the Encroachment or changes are made to the Encroachment that deviate from the approved plan submitted for this Agreement;

If the Encroachment is not removed and the City's Property restored in accordance with clause 7.1.1 or 7.1.2 then the City Authority may cause the removal and restoration to be done either by its own employees or by some other person at the expense of the Owner.

7.3 On Termination of an Agreement, the City or the Owner, at the City's direction shall register a discharge of this Agreement on title to the Owner's Property. Registration of the discharge shall in no way affect any requirement or obligation of the Owner under this Agreement up to the time of the termination. The Owner shall bear the cost of this discharge.

**8.0 General Provisions:**

8.1 The Owner shall observe and comply with all applicable Federal and Provincial statutes and regulations and with all by-laws, policies and guidelines of the City and all requirements of the City given through the City Authority respecting the Encroachment.

8.2 Schedules "A" and "B" attached to this Agreement form part of it. Unless otherwise indicated, any notice or other document to be given under this Agreement shall be given in writing and delivered personally, transmitted by facsimile or by prepaid registered mail addressed to:

**City:** Attention: City of Hamilton  
Public Works,  
Engineering Services Division,  
Corridor Management Section  
100 King Street West, 2nd Floor  
Hamilton, ON Canada L8P 1A2

Telephone: (905) 546-2424  
Facsimile: (905) 540-5926

AND TO

Attention: City of Hamilton, City Clerk  
71 Main Street West Hamilton,  
ON Canada L8P 4Y5

or such other address as may hereafter be assigned.

**Owner:** Attention: [NOTE TO DRAFT: INSERT LEGAL ADDRESS OF OWNER FOR SERVICE.]

OLIVIA WING-SZE WAYE  
364 Boyer Street  
Stouffville, ON L4A 7V8

Tel#: 416-898-1793

Fax #:

All notices delivered by facsimile shall be deemed received upon mechanical confirmation of transmittal. All notices mailed hereunder shall be deemed to have been given and received by the addressee seventy-two (72) hours following mailing. In the event of actual or threatened postal interruption, all notices shall be delivered personally or by facsimile.

**8.3** This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Owner. Where the Owner is comprised of more than, it is agreed that the Owner's obligations under this Agreement are joint and several.

**8.4** The headings in this Agreement are inserted for convenience of reference only and do not form part of the Agreement.

**8.5** If any term, clause or provision of this Agreement shall be judged to be invalid for any

reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to have been deleted from this Agreement.

- 8.6** Despite section 7 herein, this Agreement is binding upon the Owner and the Owner's Property, the Owner's heirs, executors, administrators, successors, tenants and assigns and the person in possession of the Owner's Property. Sections 5.1 and 8.1 shall survive the termination of this Agreement.
- 8.7** No length of time or of enjoyment by the Owner shall enure to give any right, title or interest to the Owner, or their successors in title, in the subject lands or to maintain the said works on, under across or above, as the case may be, the said road allowance or shall deprive the City by the operation of any limitation period or otherwise of any right to require the removal thereof and restoration of the road allowance.
- 8.8** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

***[Signing page to immediately follow]***

IN WITNESS WHEREOF the City and the Owner have affixed their respective corporate seals under the hands of their officers duly authorized in that behalf, or under their hands and seals, as the case may be, as of the date first above written.

Approved as to form and content by Public Works:  
CF

Approved as to form by Legal Services:  
AK

Authority to enter into Agreement delegated to Staff as a routine real estate matter in accordance with Item 21, Committee of the Whole Report 01-029 adopted by Council September 18, 2001 as amended.  
2023-16235  
Precedent approved by Legal Services.

CITY OF HAMILTON

By: [Signature]  
Andrea Herwath Mayor

By: [Signature]  
Andrea Holland City Clerk

(for corporate Owner):

[LEGAL NAME OF OWNER]

[Empty box for legal name of owner]

Per: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the corporation.

(for individual Owner(s)):  
SIGNED, SEALED and DELIVERED

In the presence of )  
PATRICK WAYE )

Witness (Print) )

[Signature] )

Witness (Sign)

[Signature]  
Name: WAYE, OLIVIA WING-SZE

[Signature]  
Name: WAYE, CASTOR



---

**SCHEDULE "A"**

LEGAL DESCRIPTION OF  
OWNER'S PROPERTY

PT LT 228 PL 256 HAMILTON AS IN CD299790; HAMILTON

City of Hamilton

PIN # 17136-0143 (LT)

---

**SCHEDULE "B"**

THE ENCROACHMENT

Encroachment permitted on the City's Property for:

*[PROVIDE DETAILED INFORMATION REGARDING THE ENCROACHMENT THIS SHOULD INCLUDE A GENERAL LABEL FOR THE ENCROACHMENT AS WELL AS ENOUGH DETAIL ABOUT THE ENCROACHMENT, IT'S SIZE AND IT'S LOCATION AS IT RELATES TO THE CITY'S PROPERTY TO FULLY IDENTIFY ITS PARAMETERS. THIS SHOULD ALSO INCLUDE ADVISING WHETHER THE ENCROACHMENT IS COMMERCIAL OR RESIDENTIAL IN NATURE]*

Ground and 2nd storey wood decking commencing 8.95m northerly from the southwest corner of the property municipally known as 147 Bold Street, Hamilton, encroaches onto the road allowance of Caroline Street South, Hamilton, 2.74m in length x 0.32m in width.

Ground and 2nd storey wooden covered porch commencing 2.44m southerly from the northwest corner of the property municipally known as 147 Bold Street, Hamilton, encroaches onto the road allowance of Caroline Street South, Hamilton, 2.82m in length x 0.22m in width.

Masonry chimney commencing 12.75m northerly from the southwest corner of the property municipally known as 147 Bold Street, Hamilton, encroaches onto the road allowance of Caroline Street South, Hamilton, 0.99m in length x 0.20m in width.

These encroachments are residential in nature.

on Part , Reference Plan 62R-, PIN



Hamilton

Committee of Adjustment  
City Hall, 5<sup>th</sup> Floor,  
71 Main St. W.,  
Hamilton, ON L8P4Y5

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

## APPLICATION FOR A MINOR VARIANCE/PERMISSION UNDER SECTION 45 OF THE *PLANNING ACT*

### 1. APPLICANT INFORMATION

	NAME	MAILING ADDRESS
Registered Owners(s)		
Applicant(s)		
Agent or Solicitor		

- 1.2 All correspondence should be sent to  Owner  Applicant  
 Agent/Solicitor
- 1.2 All correspondence should be sent to  Purchaser  Owner  
 Applicant  Agent/Solicitor
- 1.3 Sign should be sent to  Purchaser  Owner  
 Applicant  Agent/Solicitor
- 1.4 Request for digital copy of sign  Yes\*  No  
 If YES, provide email address where sign is to be sent \_\_\_\_\_
- 1.5 All correspondence may be sent by email  Yes\*  No  
 If Yes, a valid email must be included for the registered owner(s) AND the Applicant/Agent (if applicable). Only one email address submitted will result in the voiding of this service. This request does not guarantee all correspondence will sent by email.

### 2. LOCATION OF SUBJECT LAND

2.1 Complete the applicable sections:

Municipal Address	147 Bold St		
Assessment Roll Number	251802013350610		
Former Municipality	City of Hamilton		
Lot	228	Concession	
Registered Plan Number	256	Lot(s)	
Reference Plan Number (s)	17136-0144	Part(s)	

2.2 Are there any easements or restrictive covenants affecting the subject land?

Yes  No

If YES, describe the easement or covenant and its effect:

---

### 3. PURPOSE OF THE APPLICATION

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

All dimensions in the application form are to be provided in metric units (millimetres, metres, hectares, etc.)

3.1 Nature and extent of relief applied for:

Setback for Fire Escape repair, Minimum Landscaped Area

Second Dwelling Unit

Reconstruction of Existing Dwelling

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

Existing building significantly encroaches on street.

Overall requirements for landscaping conflict with parking and existing buildings.

3.3 Is this an application 45(2) of the Planning Act.

Yes

No

If yes, please provide an explanation:

### 4. DESCRIPTION OF SUBJECT LAND AND SERVICING INFORMATION

4.1 Dimensions of Subject Lands:

Lot Frontage	Lot Depth	Lot Area	Width of Street
13.82 m	27.11 m	385.7 sm	~20 m

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

Existing:

Type of Structure	Front Yard Setback	Rear Yard Setback	Side Yard Setbacks	Date of Construction
Multi-unit Residential Building	3.89 m	9.37 m	5.92 m, -1.43 m	1910
Garage	21.0 m	0.51 m	0.94 m, 7.51 m	
Fire Escape	10.8 m	9.06 m	4.31 m, -0.18 m	

Proposed:

Type of Structure	Front Yard Setback	Rear Yard Setback	Side Yard Setbacks	Date of Construction
Multi-Unit Residential Building	Ex to Remain	Ex to Remain		1910
Garage	Ex to Remain	Ex to Remain	Ex to Remain	
Fire Escape	Ex to Remain	9.06 m	4.31 m, -0.18 m	

4.3. Particulars of all buildings and structures on or proposed for the subject lands (attach additional sheets if necessary):

Existing:

Type of Structure	Ground Floor Area	Gross Floor Area	Number of Storeys	Height
Multi-Unit Residential Building	99.1 SM	297.3 SM	3	~11.8 m
Garage	33.8 SM	33.8 SM	1	~4.0 m
Fire Escape	25.2 SM	25.2 SM	3	8.6 m

Proposed:

Type of Structure	Ground Floor Area	Gross Floor Area	Number of Storeys	Height
Multi-Unit Residential Building	Ex to Remain	Ex to Remain	Ex to Remain	Ex to Remain
Garage	Ex to Remain	Ex to Remain	Ex to Remain	Ex to Remain
Fire Escape	36.8 SM	36.8 SM	Ex to Remain	Ex to Remain

4.4 Type of water supply: (check appropriate box)

- publicly owned and operated piped water system  
 privately owned and operated individual well

- lake or other water body  
 other means (specify)

4.5 Type of storm drainage: (check appropriate boxes)

- publicly owned and operated storm sewers  
 swales

- ditches  
 other means (specify)

4.6 Type of sewage disposal proposed: (check appropriate box)

- publicly owned and operated sanitary sewage system
  - privately owned and operated individual septic system
  - other means (specify)
- 

- 4.7 Type of access: (check appropriate box)
- provincial highway
  - municipal road, seasonally maintained
  - municipal road, maintained all year
- right of way
  - other public road
- 

4.8 Proposed use(s) of the subject property (single detached dwelling duplex, retail, factory etc.):  
 Triplex

---

4.9 Existing uses of abutting properties (single detached dwelling duplex, retail, factory etc.):  
 Single detached dwellings

---

**7 HISTORY OF THE SUBJECT LAND**

7.1 Date of acquisition of subject lands:  
 2011

---

7.2 Previous use(s) of the subject property: (single detached dwelling duplex, retail, factory etc)  
 Single Family Dwelling

---

7.3 Existing use(s) of the subject property: (single detached dwelling duplex, retail, factory etc)  
 Triplex

---

7.4 Length of time the existing uses of the subject property have continued:  
 2009

---

7.5 What is the existing official plan designation of the subject land?

Rural Hamilton Official Plan designation (if applicable): \_\_\_\_\_

Rural Settlement Area: \_\_\_\_\_

Urban Hamilton Official Plan designation (if applicable) Neighbourhoods

---

Please provide an explanation of how the application conforms with the Official Plan.  
 Existing use conforms with the character of the existing neighbourhood and supports density.

7.6 What is the existing zoning of the subject land? E-3

---

7.8 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:

---

7.9 Is the subject property the subject of a current application for consent under Section 53 of the *Planning Act*?

Yes  No

If yes, please provide the file number:

---

7.10 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

7.11 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.

## 8 ADDITIONAL INFORMATION

8.1 Number of Dwelling Units Existing: 3

8.2 Number of Dwelling Units Proposed: 3

8.3 Additional Information (please include separate sheet if needed):

No proposed change to number of dwelling units.

Proposal is for replacement of an existing fire escape, with no proposed alterations to the interior of the building.

## 11 COMPLETE APPLICATION REQUIREMENTS

### 11.1 All Applications

- Application Fee
- Site Sketch
- Complete Application form
- Signatures Sheet

### 11.4 Other Information Deemed Necessary

- Cover Letter/Planning Justification Report
- Authorization from Council or Director of Planning and Chief Planner to submit application for Minor Variance
- Minimum Distance Separation Formulae (data sheet available upon request)
- Hydrogeological Assessment
- Septic Assessment
- Archeological Assessment
- Noise Study
- Parking Study
- \_\_\_\_\_
- \_\_\_\_\_