



APPLICATION FOR AN OFFICIAL PLAN AMENDMENT

Under Section 22 of the *Planning Act*

APPLICATION FOR A ZONING BY-LAW AMENDMENT

Under Sections 34 and 36 of the *Planning Act*

N.B. Submission of this application constitutes tacit consent for authorized City of Hamilton staff to inspect the subject lands or premises.

- Application for:**
- Official Plan Amendment
 - Official Plan Amendment (Urban Boundary Expansion)
 - Official Plan Amendment (Secondary Plan for Expansion Area)
 - Zoning By-law Amendment (Major)
 - Zoning By-law Amendment (Secondary Suite)
 - Removal of "H" Holding Symbol (specify type)
 - Standard
 - Site Plan

Note: The following Parts of the application are prescribed by regulation and must be completed:

- i) For Official Plan Amendment applications all Parts except Part 7; and
- ii) For Zoning By-law Amendment applications, including Removal of "H" Holding Provision, all Parts except Part 6.

Has a Formal Consultation been completed for this proposal?
<input type="checkbox"/> Yes, File Number: FC- _____ Document Dated: _____
<input type="checkbox"/> The required studies, plans and/or reports as outlined in the Formal Consultation Document have been submitted.
<input type="checkbox"/> No, Formal Consultation was not completed for this proposal.
<input type="checkbox"/> The required plans, studies and reports as per the Urban Hamilton Official Plan or Rural Hamilton Official Plan have been submitted.

1. APPLICANT INFORMATION

NAME	ADDRESS	CONTACT INFORMATION
Registered Owner*		Phone:
		Email:
Applicant		Phone:
		Email:
Agent		Phone:
		Email:
All correspondence should be sent to (check one): <input type="checkbox"/> Owner <input type="checkbox"/> Applicant <input type="checkbox"/> Agent		

* If a numbered company, provide name and address of principal Owner(s).

2. PROPERTY INFORMATION

2.1 Legal Description of the subject lands.

Municipal Address			
Former Municipality			
Lot		Concession	
Registered Plan Number		Lot(s)	
Reference Plan Number(s)		Part(s)	

2.2 Property details.

Frontage (metres)	Depth (metres)	Area (hectares)

2.3 The date the subject lands were acquired by current owner:

2.4 Encumbrances

Are there any mortgages, easements or restrictive covenants affecting the subject land?
 Yes No

If yes, provide names and addresses of the holders of any mortgages, charges or other encumbrances in respect of the subject lands.

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2.5 Existing use of the subject lands.

Residential Industrial Commercial Agricultural Vacant

Other(s) _____

2.6 How long has this existing use continued?

2.7 List of existing buildings / structures on the subject lands.

Type of Buildings or Structures	All Yard Setbacks (m)				Building Dimensions	Ground Floor Area	Height	Year Built
	Front	Rear	Side	Side				
1.								
2.								
3.								

2.8 Previous use of the subject lands.

Residential Industrial Commercial Agricultural Vacant

Other(s) _____

If Industrial or Commercial, specify use:

2.9 Details of previous use.

	Yes	No	Unknown
(a) Has the grading of the subject land been changed by adding earth or other material, i.e. has filling occurred?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Has a gas station been located on the subject land or adjacent lands at any time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Has there been petroleum or other fuel stored on the subject land or adjacent lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are there or have there ever been underground storage tanks or buried waste on the subject land or adjacent lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Have the lands or adjacent lands ever been used as a weapons firing range?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(g) 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) If there are existing or previously existing buildings, are there any building materials remaining on site which are potentially hazardous to public health (e.g., asbestos, PCB's)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) Is there reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.10 What information did you use to determine the answers to 2.9 (a) to (i) above?

2.11 If previous use of property is industrial or commercial, or if Yes to any of the above, 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

2.12 Adjacent uses to the subject lands

North		East	
South		West	

2.13 If applicable, describe any adjacent lands owned by the applicant(s) / owner(s) and/or lands in which the applicant(s) / owner(s) have a legal interest.

2.14 Has the subject land, or land within 120 metres of the subject land, been subject of any of the following applications under the Planning Act?

	Yes	No	Unknown	File No.	Status / Approval Date
Official Plan Amendment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Zoning By-law Amendment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Draft Plan of Subdivision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Draft Plan of Condominium	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Severance/Consent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Minor Variance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Site Plan Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Minister's Zoning Order	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O. Reg. No.	

2.15 If yes to any in 2.14, provide a description of the subject land, and the effect on **this** application.

3. PURPOSE OF THE APPLICATION

3.1 Provide a brief description of the proposal.

3.2 List any proposed building or structures on the subject land.

Proposed Buildings or Structures	All Yard Setbacks(m)				Building Dimensions	Ground Floor Area (m ²)	Total Floor Area (m ²)	Building Height and No. of storeys
	Front	Rear	Side	Side				
1.								
2.								
3.								

4. SERVICING AND ACCESS

Types of Servicing

This property will be serviced by (please check appropriate boxes):

4.1 Water Supply

- Municipal Piped Water System
- Private Well(s) (Specify individual or communal wells):
- Other (Specify)

4.2 Sewage Disposal

- Municipal Sanitary Sewer System
- Private Septic Tank and Tile Field (Specify individual or communal system):
- Other (Specify)

4.3 Storm Drainage

- Sewer
- Ditches
- Swales
- Others (specify and provide explanation)

4.4 Road access and / or frontage.

Name of Road

Type of Road (i.e. Provincial Highway, Regional Road, Local Public Road, Private Road, Other)

If other, specify details, including water and right of ways, if access to the subject land will be by water only, the parking and docking facilities used or to be used, and the approximate distance of these facilities from the subject land and the nearest public road.

5. **PROVINCIAL POLICY**

This section is required to be completed for all applications. If sufficient room is not provided on the application form, detailed explanations can be provided as part of the Planning Justification Report.

5.1 Explain how the application is consistent with the Policy Statements issued under subsection 3 (1) of the Planning Act.

5.2 Is the subject land within an area designated under any of the following Provincial Plans?

- | | | |
|------------------------------------|------------------------------|-----------------------------|
| Provincial Planning Statement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Greenbelt Plan | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Niagara Escarpment Commission Plan | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Parkway Belt West Plan | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other (Specify) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

5.3 Explain how the application conforms or does not conflict with the applicable Provincial Plan(s).

5.4 Is this application to implement an alteration to the boundary of an area of settlement or to implement a new area of settlement? Yes No

If yes, provide the current official plan designation(s), proposed official plan designation(s) and gross hectare amount of land to be added or removed from an area of settlement.

5.5 Is this application to remove land from an area of employment? Yes No

If yes, provide the current official plan designation(s), proposed official plan designation(s) and gross hectare amount of land requested to be removed from an area of employment.

5.6 All applications under the *Planning Act* are subject to review for regard to the Provincial Planning Statement issued by the Province of Ontario. Complete the following table and be advised of the potential information requirements in the noted section. If the information is not submitted, it may not be possible to do a complete and proper planning evaluation.

Feature or Development Circumstance	Is the feature on site or within 500m OR If a development circumstance does it apply?		If a feature, specify the distance in metres.	Potential Information Needs
	Yes	No		
Non-farm development near designated urban areas or rural settlement area	<input type="checkbox"/>	<input type="checkbox"/>		Demonstrate sufficient need within 20-year projections and that proposed development will not hinder efficient expansion of urban or rural settlement areas
Class 1 industry ¹	<input type="checkbox"/>	<input type="checkbox"/>		Assess development for residential and other sensitive uses within 70 metres
Class 2 industry ²	<input type="checkbox"/>	<input type="checkbox"/>		Assess development for residential and other sensitive uses within 300 metres

Feature or Development Circumstance	Is the feature on site or within 500m OR If a development circumstance does it apply?		If a feature, specify the distance in metres.	Potential Information Needs
	Yes	No		
Class 3 industry ³	<input type="checkbox"/>	<input type="checkbox"/>		Assess development for residential and other sensitive uses within 1000 metres
Land Fill Site	<input type="checkbox"/>	<input type="checkbox"/>		Address possible leachate, odour, vermin and other impacts
Sewage Treatment Plant	<input type="checkbox"/>	<input type="checkbox"/>		Assess the need for a feasibility study for residential and other sensitive land uses
Waste Stabilization Pond	<input type="checkbox"/>	<input type="checkbox"/>		Assess the need for a feasibility study for residential and other sensitive land uses
Active Railway line	<input type="checkbox"/>	<input type="checkbox"/>		Evaluate impacts within 100 metres
Controlled access highways or freeways, including designated future routes	<input type="checkbox"/>	<input type="checkbox"/>		Evaluate impacts within 100 metres
Airports where noise exposure forecast (NEF) or noise exposure projection (NEP) is 28 or greater	<input type="checkbox"/>	<input type="checkbox"/>		Demonstrate feasibility of development above 28 NEF for sensitive land uses. Above the 35 NEF/NEP contour, development of sensitive land uses is not permitted
Electric transformer station	<input type="checkbox"/>	<input type="checkbox"/>		Determine possible impacts within 200 metres
High voltage electric transmission line	<input type="checkbox"/>	<input type="checkbox"/>		Consult the appropriate electric power service
Transportation and infrastructure corridors	<input type="checkbox"/>	<input type="checkbox"/>		Will the corridor be protected?
Prime agricultural land	<input type="checkbox"/>	<input type="checkbox"/>		Demonstrate need for use other than agricultural and indicate how impacts are to be mitigated
Agricultural operations	<input type="checkbox"/>	<input type="checkbox"/>		Development to comply with the Minimum Distance Separation Formulae

Feature or Development Circumstance	Is the feature on site or within 500m OR If a development circumstance does it apply?		If a feature, specify the distance in metres.	Potential Information Needs
	Yes	No		
Mineral aggregate resource areas	<input type="checkbox"/>	<input type="checkbox"/>		Will development hinder access to the resource or the establishment of new resource operations?
Existing Pits and Quarries	<input type="checkbox"/>	<input type="checkbox"/>		Will development hinder continued operation or extraction?
Mineral and petroleum resource areas	<input type="checkbox"/>	<input type="checkbox"/>		Will development hinder access to the resource or the establishment of new resource operations?
Significant wetlands	<input type="checkbox"/>	<input type="checkbox"/>		Development is not permitted
Significant portions of habitat of endangered species and threatened species	<input type="checkbox"/>	<input type="checkbox"/>		Development is not permitted
Significant fish habitat, woodlands, valley lands, areas of natural and	<input type="checkbox"/>	<input type="checkbox"/>		Demonstrate no negative impacts
Significant groundwater recharge areas, headwaters and aquifers	<input type="checkbox"/>	<input type="checkbox"/>		Demonstrate that these features will be protected
Significant built heritage resources and cultural heritage landscapes	<input type="checkbox"/>	<input type="checkbox"/>		Development should conserve significant built heritage resources and cultural heritage landscapes
Significant archaeological resources	<input type="checkbox"/>	<input type="checkbox"/>		Assess development proposed in areas of medium and high potential for significant archaeological resources. These resources are to be studied and preserved, or, where appropriate, removed, catalogued and analysed prior to development.

Feature or Development Circumstance	Is the feature on site or within 500m OR If a development circumstance does it apply?		If a feature, specify the distance in metres.	Potential Information Needs
	Yes	No		
Great Lakes system: A - Within defined portions of the dynamic beach and 1:100 year flood level along connecting channels B - On lands subject to flooding and erosion	<input type="checkbox"/>	<input type="checkbox"/>		A - Development is not permitted. B - Development may be permitted; demonstrate that hazards can be safely addressed
Erosion hazards	<input type="checkbox"/>	<input type="checkbox"/>		Determine feasibility within the 1:100 year erosion limits of ravines, river valleys and streams
Floodplains	<input type="checkbox"/>	<input type="checkbox"/>		Where one-zone floodplain management is in effect, development is not permitted within the floodplain. Where two-zone floodplain management is in effect, development is not permitted within the floodway. Where a Special Policy Area (SPA) is in effect, must meet the official plan policies for the SPA.
Hazardous sites ⁴	<input type="checkbox"/>	<input type="checkbox"/>		Demonstrate that hazards can be addressed
Contaminated sites	<input type="checkbox"/>	<input type="checkbox"/>		Assess an inventory of previous uses in areas of possible soil contamination

¹ Class 1 Industry: Small scale, self-contained plant, no outside storage, low probability of fugitive emissions and daytime operations only.

² Class 2 Industry: Medium scale processing and manufacturing with outdoor storage, periodic output of emissions, shift operations and daytime truck traffic.

³ Class 3 Industry: Processing and manufacturing with frequent and intense off-site impacts and a high probability of fugitive emissions.

⁴ Hazardous Sites: property or lands that could be unsafe for development or alteration due to naturally occurring hazard. These hazards may include unstable soils or unstable bedrock.

5.7 Does the subject land have cultural heritage value or interest recognized by:

a) Designation under Part IV or Part V of the *Ontario Heritage Act*?

Yes No

b) Listing as a non-designated property on the Municipal Heritage Register under Section 27 of the *Ontario Heritage Act*?

Yes No

c) An easement or covenant under the *Ontario Heritage Act*?

Yes No

d) An “H” holding provision in the zoning that requires the submission and approval of a Cultural Heritage Impact Assessment prior to the holding being lifted?

Yes No

5.8 Are any adjacent properties to the subject lands recognized as protected heritage property (i.e., designated or subject to an easement or covenant under the *Ontario Heritage Act*)?

Yes No

5.9 If yes to either of 5.7 a), b), c) or d), or 5.8 above, a Cultural Heritage Impact Assessment is required. Is a Cultural Heritage Impact Assessment attached?

Yes No

5.10 Has the Owner received a “Request to Enter into a Mutual Agreement” to eliminate or extend the Prescribed Event 90-day time period under the *Ontario Heritage Act*?

N/A Yes No

Is the Owner willing to enter into a Mutual Agreement to eliminate or extend the Prescribed Event 90-day time period under the *Ontario Heritage Act*?

N/A Yes No

6. OFFICIAL PLAN AMENDMENT APPLICATION

Prescribed Information Requirements per Schedule 1 – Ontario Regulation 543/06

6.1 Indicate the current designation of the subject land in the Urban / Rural Hamilton Official Plan, and the land uses that the designation authorizes.

6.2 Are the subject lands located within an existing Secondary Plan?

Yes No

If yes, what is the designation on the subject lands?

6.3 Is the proposed amendment intended to change, delete or replace an approved Official Plan policy?

Yes No

If yes, list the policy or policies proposed to be changed, replaced, or deleted?

Describe the purpose of the requested amendment. (Attach the text of the requested amendment)

6.4 Is the proposed amendment intended to add new policy?

Yes No

If yes, provide details for the requested new policy.

Describe the purpose of the requested amendment. (Attach the text of the requested amendment)

6.5 Is the proposed amendment intended to change or replace a land use designation in the Official Plan?

Yes No

If yes, what is the proposed designation on the subject land, and the land uses that will be permitted by the proposed designation? (Attach the schedule and the accompanying text of the requested amendment)

Describe the purpose of the requested amendment.

7. ZONING BY-LAW AMENDMENT APPLICATION

Prescribed Information Requirements per Schedule 1 – Ontario Regulation 545/06

7.1 What is the current zoning on the subject land?

7.2 What is the proposed zoning? Provide an explanation why the rezoning is being requested.

7.3 What is the current designation of the subject land in the Official Plan? Provide an explanation of how the requested rezoning conforms with the Official Plan.

7.4 Is this application within an area where zoning with conditions may apply?

Yes No

If yes, provide details of how the application conforms to Official Plan policies relating to the Zoning with conditions.

7.5 Is this application within an area where the municipality has pre-determined the minimum and maximum density requirements, or the minimum and maximum height requirements?

Yes No

If yes, provide a statement of these requirements.

- 7.6 For Zoning By-law Amendment Applications, a sketch (in metric) must be attached showing the following:
1. the boundaries and dimensions of the subject lands;
 2. the location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;
 3. the approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that:
 - (i) are located on the subject land and on land that is adjacent to it, and
 - (ii) in the applicant's opinion may affect the application;
 4. the current uses of land that is adjacent to the subject land;
 5. the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
 6. if access to the subject land will be water only, the location of the parking and docking facilities to be used; and,
 7. the location and nature of any easement affecting the subject land.

Instructions for Sections 8 – 10 below:

- Use a separate page for each registered owner of the property.
- Where the owner is a Corporation, include the full name of the Corporation and name and title of signing officer.

8. CONSENT OF THE OWNER(S)

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.

8.1 Consent of Owner to the Disclosure of Application Information and Supporting Documentation

I, _____, the Owner(s), hereby agree and acknowledge 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.

Date

Signature of Owner(s)

9. AUTHORIZATION

If the applicant is not the owner of the land that is the subject of this application, the authorizations set out below must be completed.

9.1 Authorization of Owner for Agent to Make the Application

I, _____, am the Owner(s) of the land that is the subject of this application, and I authorize _____ to act as my agent in this matter and to make this application on my behalf and to provide any of my personal information that will be included in this application or collected during the processing of the application.

Date

Signature of Owner(s)

9.2 **Authorization of Owner for Agent to Provide Personal Information**

I, _____, am the Owner(s) of the land that is the subject of this application and for the purpose of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56. I authorize _____ as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of this application.

Date

Signature of Owner(s)

10. **ACKNOWLEDGEMENTS**

Acknowledgements must be signed by the owner(s). Initial beside each item and sign below.

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

10.2 I acknowledge the City of Hamilton has not verified servicing capacity and the City is not making any guarantees or representations that there is servicing capacity for any proposed development. Initials

10.3 I acknowledge that a Public Notice sign is required to be posted on the subject lands, clearly visible and legible from a public highway (road), and at the sole expense of the Owner. The sign must be posted no later than 7 days after receiving the Sign Posting Requirements letter from the Planning Division. I acknowledge that the sign will remain posted and visible until after the Public Meeting. **Failure to post the sign in accordance with the requirements will result in the City posting the sign and invoicing the Owner.** Furthermore, I acknowledge that if the Public Notice Sign is removed within 30 days of City Council’s decision, the City is authorized to enter the land and to remove the sign at my expense. Initials

Date

Signature of Owner(s)

11. AFFIDAVIT OR SWORN DECLARATION

This declaration must be sworn before a Commissioner of Oaths. A Commissioner is available at the following Departments:

- Planning Division, City Hall, 5th Floor
- City Clerk’s Division, City Hall, 1st Floor

I, _____ of the _____, in the _____ make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me
at the _____
in the _____
this _____ day of _____, _____.

Commissioner of Oaths

Owner / Applicant

12. 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 request and 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 Planning Division at pdgeninq@hamilton.ca or 905-546-2424 ext. 1355.

**CITY OF HAMILTON
COST ACKNOWLEDGEMENT AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20 _____.

BETWEEN:

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 rendering in respect of the appeal or any legal proceedings resulting from the decision, whichever is later; or (b) the termination of all legal proceedings in respect of the application, the City shall prepare and submit a final account to the Developer. If there are any deposit funds remaining with the City they shall be applied against the account. Any amount owing in respect of the final account in excess of deposit funds shall be paid by the Developer within 30 days of the date of the final account. If any deposit funds are remaining after the final account has been paid they shall be returned to the developer within 30 days of the date of the final account.
11. This Agreement shall not be construed as acceptance of the application and nothing herein shall require or be deemed to require the City to approve the application.
12. This Agreement shall not stand in lieu of or prejudice the rights of the City to require such further and other agreements in respect of the application that the City may deem necessary.
13. Every term, covenant, obligation and condition in this Agreement ensures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors, trustees and assigns.

14. When the context so requires or permits, the singular number is to be read as if the plural were expressed, and the masculine gender as if the feminine, as the case may be, were expressed; and,
15. This Agreement and the schedules hereto constitute the entire agreement between the parties in respect of the subject matter contained herein and is not subject to, or in addition to, any other agreements, warranties or understandings, whether written, oral or implied. This Agreement may not be modified or amended except by instrument in writing signed by the Developer and the City, and,
16. The waiver or acquiescence by the City of any default by the Developer under any 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 have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

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

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

CITY OF HAMILTON

 Mayor

 Clerk

SCHEDULE "A"
DESCRIPTION OF LANDS

**SCHEDULE “B”
FORM OF ASSUMPTION AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 20 _____.

BETWEEN

(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 Acknowledge Agreement in substitution of the Owner, and agrees with the Assignee that the Assignee will be bound by all the terms and conditions of the Cost Acknowledgement Agreement as if the Assignee had been the original executing party in place of the Owner.
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

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

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

CITY OF HAMILTON

Mayor

Clerk