

Dear Committee of Adjustments,

I am writing to help explain my family's request for a continued variance and encroachment agreement. We live at 64 Bishop Court and 8 years ago I appeared before the committee of adjustments and requested permission to keep our above ground pool. We were permitted the variance/encroachment agreement and are now returning to ask for a further extension.

Brief History

- Property built in 1970's including retaining wall that appears as natural boundary (not the actual property line)
- Property purchased in 2008 by Gill family.
- Above ground swimming pool installed in summer of 2009.
- City permit for pool signed off in September 2009.
- Retaining wall at rear of property deteriorating in 2011. Investigation by City begins and property survey completed.
- True property line discovered as well as realization pool encroaching on City Property.
- Required to apply for variance and encroachment agreement. Appear before committee of adjustments in December 2012.
- Variance / Encroachment agreement entered for 8 years in duration.

We applied for a permit for the pool when we first installed it. It is an above ground pool and was signed off by the City on September 1st, 2009. We have never had any issues with neighbours or any complaints whatsoever regarding this pool.

There is a retaining wall at the back of our property which is on City property. We were advised in a letter from Grant Ferguson (Engineering Services) in August 2011 that the City was required to investigate the wall as it was deteriorating and workers would need to come on our property. He noted "As part of the investigative work, the City will be having an Ontario Land Survey company establish bars to designate and establish the rear of your registered lot."

Of course we cooperated with the request. As a result of this investigation it was determined that a section of our pool actually encroached on City property and hence the reason we had to appear before the committee of adjustments.

After explaining the situation to the committee and the non impact of the location of the pool, we were permitted to keep the pool. (See included photos as it relates to retaining wall and Stone Rd.)

The decision stated.....

1. That the owner obtain an encroachment agreement for the portion of the pool that encroaches on City property.

We have done this. We obtained an encroachment agreement and added a waiver to our Insurance policy to protect the City. We also continue to pay an extra \$100 yearly as part of the agreement.

2. That the variance apply for a maximum of eight(8) years to determine if concrete plans are in place for the widening of Stone Road

We have always stated since the beginning that should the City require access or use of this property in question we would remove the pool. I have been told that at some point in the distant future there could possibly be an expansion of Stone Rd. We are simply asking to keep things as they are until such time as the City needs to use the property. It is not financially feasible to simply move the pool or we would have done so long ago.

This pool has been very beneficial to our family over the years and perhaps never so important as it was this past year considering the effects of Covid. I am hopeful that we may be allowed continue to keep our pool and enter another encroachment agreement as the benefits for our family are tremendous.

Respectfully,

Steve Gill and Family