

# Agenda Including Addeds

## London Advisory Committee on Heritage

3rd Meeting of the London Advisory Committee on Heritage

March 10, 2021, 5:30 PM

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

The City of London is committed to making every effort to provide alternate formats and communication supports for Council, Standing or Advisory Committee meetings and information, upon request. To make a request related to this meeting, please contact [advisorycommittee@london.ca](mailto:advisorycommittee@london.ca).

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# London Advisory Committee on Heritage

## Report

The 2nd Meeting of the London Advisory Committee on Heritage  
February 10, 2021  
Advisory Committee Virtual Meeting - during the COVID-19 Emergency

Attendance                      PRESENT: D. Dudek (Chair), S. Bergman, M. Bloxam, J. Dent, T. Jenkins, S. Jory, J. Manness, E. Rath, M. Rice, K. Waud and M. Whalley and J. Bunn (Committee Clerk)  
ABSENT: L. Fischer and S. Gibson

ALSO PRESENT: G. Barrett, G. Dales, L. Dent, K. Gonyou, M. Greguol, M. Morris, C. Saunders, M. Schulthess, M. Sundercock and B. Westlake-Power

The meeting was called to order at 5:31 PM; it being noted that the following Members were in remote attendance: S. Bergman, M. Bloxam, J. Dent, D. Dudek, T. Jenkins, S. Jory, J. Manness, E. Rath, M. Rice, K. Waud and M. Whalley

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

L. Jones discloses a pecuniary interest in Item 2.1 of the 2nd Report of the London Advisory Committee on Heritage, having to do with a Demolition Request for the Heritage Designated Property located at 93-95 Dufferin Avenue by Old Oak Properties, by indicating that her employer was involved in a commemoration plan for the property.

### 2. Scheduled Items

#### 2.1 Demolition Request for Heritage Designated Property located at 93-95 Dufferin Avenue by Old Oak Properties

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Old Oak Properties relating to the property located at 93-95 Dufferin Avenue:

- a) the request to demolish the buildings on the heritage designated property at 93-95 Dufferin Avenue, BE REFUSED for the following reasons:
  - i) the demolition runs contrary to the PPS-2020 and is inconsistent with policies of The London Plan;
  - ii) the property continues to demonstrate significant cultural heritage value;
  - iii) the condition of the building does not sufficiently warrant the demolition of this heritage designated property;
  - iv) the demolition will contribute to the continual loss of significant heritage buildings designed by Samuel Peters; and,
  - v) the demolition does not support previous commitments and confirm public expectations through an approved bonus zone that conserved the properties at 93-95 Dufferin Avenue;
- b) the Chief Building Official BE ADVISED of Municipal Council's intention in this matter;

it being noted that a communication, dated November 4, 2020, from K. McKeating, Architectural Conservancy Ontario – London Region, and a verbal delegation from G. Priamo and H. Garrett, Zelinka Priamo Ltd., with respect to this matter, were received.

### **3. Consent**

#### 3.1 1st Report of the London Advisory Committee on Heritage

That it BE NOTED that the 1st Report of the London Advisory Committee on Heritage, from its meeting held on December 9, 2020, was received.

#### 3.2 Municipal Council Resolution - 1st Report of the London Advisory Committee on Heritage

That it BE NOTED that the Municipal Council resolution, from its meeting held on January 12, 2021, with respect to the 1st Report of the London Advisory Committee on Heritage, was received.

#### 3.3 Notice of Planning Application - Zoning By-law Amendment - 1634-1656 Hyde Park Road and Other Properties

That it BE NOTED that the Notice of Planning Application, dated January 27, 2021, from B. Debbert, Senior Planner, with respect to a Zoning By-law Amendment for the properties located at 1634-1656 Hyde Park Road and other properties, was received.

#### 3.4 Wharncliffe Road South Improvements - 100 Stanley Street Update

That it BE NOTED that the staff report, dated February 10, 2021, from the Director, Roads and Transportation, with respect to an update on the Wharncliffe Road South Improvements - 100 Stanley Street, was received; it being noted that the London Advisory Committee on Heritage is satisfied with how this project is progressing.

#### 3.5 2020 Heritage Planning Program

That it BE NOTED that the Memo, dated February 3, 2021, from the Heritage Planners, with respect to the 2020 Heritage Planning Program, was received.

#### 3.6 Heritage Planners' Report

That it BE NOTED that the Heritage Planners' Report, dated February 10, 2021, from the Heritage Planners, was received.

### **4. Sub-Committees and Working Groups**

#### 4.1 Stewardship Sub-Committee Report

That it BE NOTED that the Stewardship Sub-Committee Report, from the meeting held on January 27, 2021, was received.

### **5. Items for Discussion**

#### 5.1 Heritage Alteration Permit Application for the property located at 330 St. James Street, Bishop Hellmuth Heritage Conservation District, by Philip Brown

That, on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act, seeking retroactive approval for

alterations completed to the heritage designated property located at 330 St James Street, in the Bishop Hellmuth Heritage Conservation District, BE REFUSED;

it being noted that the alterations completed without Heritage Alteration Permit approval are contrary to the policies and guidelines of the Bishop Hellmuth Heritage Conservation District Plan and fail to conserve the heritage attributes of this heritage designated property;

it being further noted that a verbal delegation from P. Brown, with respect to this matter, was received.

5.2 Heritage Alteration Permit Application for the property located at 179 Dundas Street, Downtown Heritage Conservation District, by 2162538 Ontario Inc.

That, on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act, seeking approval for alterations to the heritage designated property located at 179 Dundas Street, in the Downtown Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the storefront, including sign band, be re clad with smooth fiber cement board with a painted finish, as shown in the drawings included as Appendix C, as appended to the agenda; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed.

5.3 Request for Heritage Designation - 1424 Clarke Road - R. Boyd

That the communication from R. Boyd, as appended to the agenda, with respect to a request for Heritage Designation for the property located at 1424 Clarke Road, BE REFERRED to the Stewardship Sub-Committee for review and a report back to the London Advisory Committee on Heritage.

5.4 Service Area Work Plan for 2021

That it BE NOTED that a verbal presentation from G. Barrett, Director, City Planning and City Planner, with respect to the Service Area Work Plan for 2021, was received.

5.5 Respectful Workplace Policy

That it BE NOTED that the Respectful Workplace Policy document, as appended to the agenda, was received.

5.6 LACH Terms of Reference

That it BE NOTED that the London Advisory Committee on Heritage (LACH) held a general discussion with respect to the LACH Terms of Reference document, as appended to the agenda.

5.7 Advisory Committee Review

That it BE NOTED that a verbal delegation from M. Schulthess, Deputy City Clerk, with respect to the ongoing Advisory Committee Review, was received.



**6. Deferred Matters/Additional Business**

- 6.1 Revised Notice of Planning Application - Draft Plan of Vacant Land Condominium, Official Plan and Zoning By-law Amendments - 101 Meadowlily Road South

That a Working Group BE CREATED to review the Revised Notice of Planning Application, dated December 17, 2020, from M. Corby, Senior Planner, with respect to a Draft Plan of Vacant Land Condominium, Official Plan and Zoning By-law Amendments for the property located at 101 Meadowlily Road and the Heritage Impact Assessment, dated December 13, 2019, from Thor Dingman, with respect to the above-noted property and report back to the London Advisory Committee on Heritage; it being noted the members of the Working Group are E. Rath, M. Whalley, J. Manness, M. Bloxam and S. Bergman.

**7. Adjournment**

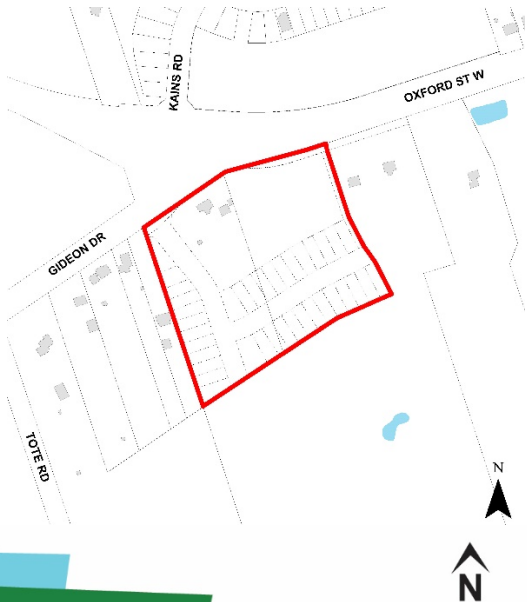
The meeting adjourned at 7:44 PM.



# NOTICE OF PLANNING APPLICATION

## Draft Plan of Subdivision Official Plan and Zoning By-law Amendment

### 14 Gideon Drive and 2012 Oxford Street West



**File: 39T-21501 / OZ-9295**

**Applicant: 2515060 & 2539427 Ontario Inc.**

#### What is Proposed?

Draft Plan of Subdivision and Zoning amendments to allow:

- 36 single detached residential lots
- 1 medium density residential blocks
- 1 open space block
- 2 new streets.

## LEARN MORE & PROVIDE INPUT

Please provide any comments by **February 26, 2021**

Sean Meksula

[smeksula@london.ca](mailto:smeksula@london.ca)

519-661-CITY (2489) ext. 5349

Development Services, City of London, 300 Dufferin Avenue, 6<sup>th</sup> Floor,  
London ON PO BOX 5035 N6A 4L9

File: 39T-21501 / OZ-9295

[london.ca/planapps](https://london.ca/planapps)

You may also discuss any concerns you have with your Ward Councillor:

Councillor Anna Hopkins

[ahopkins@london.ca](mailto:ahopkins@london.ca) 519-661-CITY (2489) ext. 4009

**If you are a landlord, please post a copy of this notice where your tenants can see it.  
We want to make sure they have a chance to take part.**

Date of Notice: February 10, 2021

# Application Details

Commonly Used Planning Terms are available at [london.ca/planapps](http://london.ca/planapps).

## **Requested Draft Plan of Subdivision** (please refer to attached draft plan)

Consideration of a Draft Plan of Subdivision consisting of 36 single detached lots (Lots 1-36); one (1) medium density residential block (Block 37); one (1) walkway block (Block 38); one (1) open space block (Block 39); two (2) road widening blocks (Blocks 40 and 41); and three (3) reserve blocks (Blocks 42, 43 and 44 new local streets (Street A and Street B).

## **Requested Official Plan Amendment** (please refer to attached map)

Possible Amendments to the (1989) Official Plan:

- Schedule 'A' – Land Use Map to change the land use designations from: “Low Density Residential” to “Multi-Family, Medium Density Residential” for Block 37 on the proposed Draft Plan of Subdivision.

## **Requested Zoning By-law Amendment**

Changes to the currently permitted land uses and development regulations are summarized below. The complete Zoning By-law is available at [london.ca/planapps](http://london.ca/planapps).

### **Requested Zoning** (Please refer to attached map)

Possible Amendment to Zoning By-law Z.-1 to change the zoning from an Urban Reserve UR1 Zone to:

- Residential R1 (R1-2) Zone (Lots 1-36) - to permit single detached dwellings on lots with a minimum lot area of 300 square metres and minimum lot frontage of 9 metres;
- Residential R6/Residential R8 (R6-5/R8-4) Zone (Block 37) – to permit various forms of cluster housing including single detached, semi-detached, duplex, triplex, fourplex, townhouse, and stacked townhouse dwellings up to a maximum density of 35 units per hectare and maximum height of 12 metres; and such uses as apartment buildings, senior citizens apartment buildings, and continuum-of-care facilities up to a maximum density of 75 units;
- Open Space OS1 Zone (Block 39) – to permit such uses as conservation lands, conservation works, golf courses, public and private parks, recreational buildings associated with conservation lands and public parks, campgrounds, and managed forests.

The City may also consider applying holding provisions in the zoning to ensure adequate provision of municipal services, that a subdivision agreement or development agreement is entered into, and to ensure completion of noise assessment reports and implementation of mitigation measures for development in proximity to arterial roads.

## **Planning Policies**

Any change to the Zoning By-law must conform to the policies of the Official Plan, London's long-range planning document. These lands are currently designated as "Low Density Residential".

The subject lands are in the “Neighbourhoods” Place Type in The London Plan (Council adopted, approved by the Ministry with modifications, and the majority of which is in force and effect) permitting a range of housing including single detached, townhouses and low rise apartments, and “Green Space”, permitting a range of public and private open space, parks, recreation, floodplain and conservation uses.

## **How Can You Participate in the Planning Process?**

You have received this Notice because someone has applied for a Draft Plan of Subdivision and to change the zoning of land located within 120 metres of a property you own, or your landlord has posted the notice of application in your building. The City reviews and makes decisions on such planning applications in accordance with the requirements of the *Planning Act*. The ways you can participate in the City's planning review and decision making process are summarized below.

### **See More Information**

You can review additional information and material about this application by:

- contacting the City's Planner listed on the first page of this Notice;

- viewing the application-specific page at [london.ca/planapps](http://london.ca/planapps); or,
- Please note that this application is being circulated during the State of Emergency issued by the Province of Ontario. Opportunities to view any file materials in-person by appointment can be arranged through the file Planner.

## Reply to this Notice of Application

We are inviting your comments on the requested changes at this time so that we can consider them as we review the application and prepare a report that will include Development Services staff's recommendation to the City's Planning and Environment Committee. Planning considerations usually include such matters as land use, development intensity, and form of development.

## Attend a Future Public Participation Meeting

The Planning and Environment Committee will consider the requested Draft Plan of Subdivision and zoning changes on a date that has not yet been scheduled. The City will send you another notice inviting you to attend this meeting, which is required by the *Planning Act*. You will also be invited to provide your comments at this public participation meeting. A neighbourhood or community association may exist in your area. If it reflects your views on this application, you may wish to select a representative of the association to speak on your behalf at the public participation meeting. Neighbourhood Associations are listed on the [Neighbourgood](http://Neighbourgood) website. The Planning and Environment Committee will make a recommendation to Council, which will make its decision at a future Council meeting. The Council Decision will inform the decision of the Director, Development Services, who is the Approval Authority for Draft Plans of Subdivision.

## What Are Your Legal Rights?

### Notification of Council and Approval Authority's Decision

If you wish to be notified of the Approval Authority's decision in respect of the proposed draft plan of subdivision, you must make a written request to the Director, Development Services, City of London, 300 Dufferin Ave., P.O. Box 5035, London ON N6A 4L9, or at [developmentsservices@london.ca](mailto:developmentsservices@london.ca). You will also be notified if you provide written comments, or make a written request to the City of London for conditions of draft approval to be included in the Decision.

If you wish to be notified of the decision of the City of London on the proposed zoning by-law amendment, you must make a written request to the City Clerk, 300 Dufferin Ave., P.O. Box 5035, London, ON, N6A 4L9, or at [docservices@london.ca](mailto:docservices@london.ca). You will also be notified if you speak to the Planning and Environment Committee at the public meeting about this application and leave your name and address with the Secretary of the Committee

### Right to Appeal to the Local Planning Appeal Tribunal

If a person or public body does not make oral submissions at a public meeting, if one is held, or make written submissions to the City of London in respect of the proposed plan of subdivision before the approval authority gives or refuses to give approval to the draft plan of subdivision, the person or public body is not entitled to appeal the decision of the Director, Development Services to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting, if one is held, or make written submissions to the City of London in respect of the proposed plan of subdivision before the approval authority gives or refuses to give approval to the draft plan of subdivision, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

If a person or public body would otherwise have an ability to appeal the decision of the Council of the Corporation of the City of London to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the City of London before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of London before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

For more information go to <https://olt.gov.on.ca/contact/local-planning-appeal-tribunal/>.

## **Notice of Collection of Personal Information**

Personal information collected and recorded at the Public Participation Meeting, or through written submissions on this subject, is collected under the authority of the *Municipal Act*, 2001, as amended, and the *Planning Act*, 1990 R.S.O. 1990, c.P.13 and will be used by Members of Council and City of London staff in their consideration of this matter. The written submissions, including names and contact information and the associated reports arising from the public participation process, will be made available to the public, including publishing on the City's website. Video recordings of the Public Participation Meeting may also be posted to the City of London's website. Questions about this collection should be referred to Cathy Saunders, City Clerk, 519-661-CITY (2489) ext. 4937.

**Accessibility** - Alternative accessible formats or communication supports are available upon request. Please contact [developmentsservices@london.ca](mailto:developmentsservices@london.ca) for more information.



# Requested Draft Plan of Subdivision



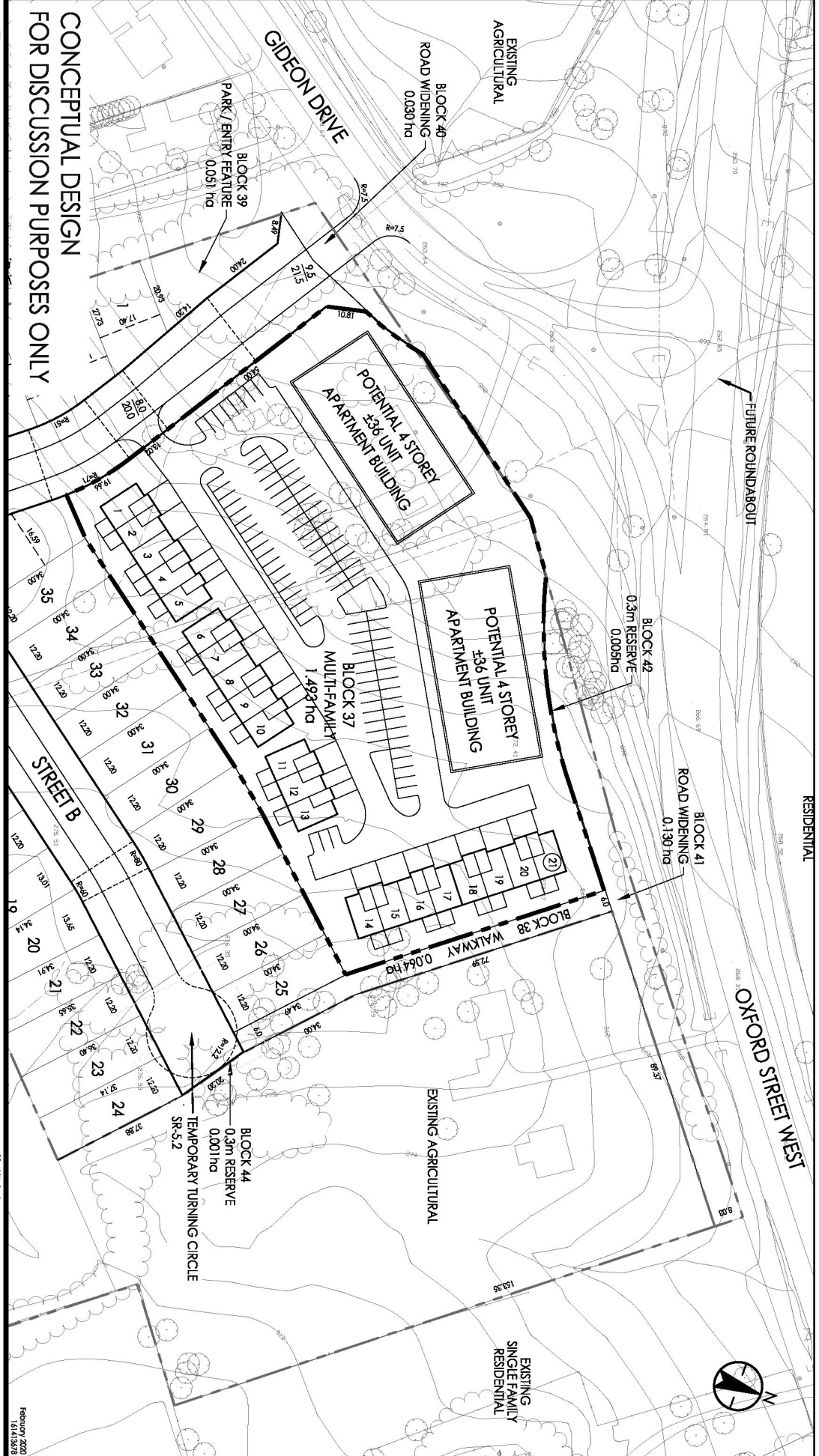
The above image represents the applicant's proposal as submitted and may change.



# Requested Official Plan Designations

W:\161413678\design\drawing\planning\model\_files\Figures\161413678\_rsp.dwg  
 2020-2-18 10:40 AM by: Turner, Rich

600-171 Queens Avenue  
 London ON N6A 5J7  
 Tel: 519-645-2007  
 www.stantec.com



CONCEPTUAL DESIGN  
 FOR DISCUSSION PURPOSES ONLY

Client/Project  
 ORANGE ROCK DEVELOPMENTS  
 14 GIDEON DRIVE & 2012 OXFORD STREET WEST  
 London, ON Canada  
 Figure No. 1.0  
 Title  
 BLOCK 37  
 CONCEPTUAL SITE PLAN

February 2020  
 161413678

The above image represents the applicant's proposal as submitted and may change.





**LACH Stewardship Sub-Committee  
Report**

Wednesday February 24, 2021

Location: Zoom

Time: 6:30pm-7:30pm

Present: M. Whalley, J. Hunten, T. Regnier, J. Cushing, M. Bloxam, K. Waud; M. Greguol, K. Gonyou (staff)

**Agenda Items**

The Stewardship Sub-Committee on the various research projects underway but had no specific recommendations to present.



# 1948 London Majors Baseball Club



## National Baseball Congress Can-Am Champions

**Norm Aldridge (Trainer)**

**Stan (Gabby) Anderson (OF)**

**Joe Bechard (OF)**

**Joe Black (1B)**

**Earl Boyd (P)**

**Cy Bricker (P)**

**Don Cooper (SS)**

**Bill Cunningham (OF)**

**Al Dumouchelle (P)**

**Russ Evon (OF)**

**Jack Fairs (C)**

**Bill Farquharson (Owner)**

**Russ Getsinger (P)**

**John Gillies (P)**

**George (Mush) Higgins (UTL)**

**John Lockington (OF)**

**Ken McFadden (3B)**

**Gord McMackon (2B)**

**Gord McWaine (UTL)**

**Skip Pawley (UTL)**

**Gil Robertson (C)**

**Bob Rose (UTL)**

**Angelo Torti (OF)**

**Clare Van Horne (OF-Mgr.)**

**Bill Wagner (P)**

**Tommy White (P)**

Prepared by the London Majors Alumni Association in 2020  
for the City of London



# 1948 London Majors Baseball Club



**Intercounty Baseball League Champions  
Canadian Baseball Congress Champions  
National Baseball Congress Champions**

**On September 29, 1948 at Labatt Memorial Park, the London Majors defeated the Fort Wayne (Indiana) General Electrics 5-0 to win the National Baseball Congress, Canadian-American Championship series. It is estimated that 30,000 spectators were in the stands for the 7 game series, with over 10,000 in attendance for game 7. For winning this prestigious championship the London Majors received the Can-Am Trophy and \$5,775 in prize money. The London Majors are the only Canadian baseball team to have done so.**

**Prepared by the London Majors Alumni Association in 2020  
for the City of London**



# LACH

*Working Group for 101 Meadowlily Rd S OPA/ZBA/DPC – Tues. Feb. 23, 2021*

Location: Online  
Time: 7:30pm-8:30pm

Present: S. Bergman, M. Bloxam, J. Manness, E.J. Rath, M. Whalley

## **DRAFT RECOMMENDATION TO LACH:**

THAT the 101 Meadowlily Working Group recommends to LACH as follows:

- 1) *THAT LACH recommends to Planning & Environmental Committee that the Heritage Impact Assessment by Thor Dingman (Dec 2019) be received and the recommendations contained therein be accepted;*

*AND THAT the Revised Conceptual Development Plan by Dillon (2020-11-11) be received and the revisions made in keeping with the mitigation measures in the HIA be supported as follows:*

- *Removal of all direct access from Meadowlily Road from the townhouse blocks;*
  - *Minimum 6m setbacks from the road widening together with internal block in front of townhouse blocks on the west side of Meadowlily*
  - *Maximum building height of 2.5m*
- 2) *THAT the following matters be referred to staff for further review during the Site Plan Approval process:*
    - *Landscape Plan for a naturalized buffer to be located on the proposed Block within the condominium plan on the west side of Meadowlily*
    - *Entrance Feature design and location*
    - *Fencing, Walls and Stormwater facilities, if any, along the west side of Meadowlily*
  - 3) *THAT the Developer be encouraged to revisit the townhouse block elevation for the units facing Meadowlily Road in order to achieve a design more harmonious with the rural setting as recommended by the HIA. For reference, this appears to have been achieved by the conceptual elevation facing Meadowlily for the single units (Units 1 & 36).*

*AND THAT a copy of this report be provided to the File Planner. LACH requests to be kept informed by the Heritage Planner as approvals progress and consulted, if and when deemed necessary, on HIA related matters.*

## **NOTES:**

E.J. Rath chaired the meeting as the coordinator.

The purpose of the meeting was to review the revised Concept Plan for the OPA/ZBA/DPC application in support of a proposed residential vacant land condominium at 101 Meadowlily Road South. The working group members had received a copy of the Heritage Impact Assessment (HIA) at the February LACH meeting together with the latest Concept Plan.

The Working group also received a document comparing the original proposal to the revised concept and a summary of the proposal. For the purpose of this report and recommendations to LACH, the Working Group notes have been prepared in order of the “Mitigation” items recommended by the Heritage Consultant to address the impacts on the designated heritage feature (Park Farm) as outlined in Section 6.2 of the HIA (specifically items 3.1.1 and 3.1.3).

## **1. Transition between proposed Urban settlement on west side and Park Farm on east side of Meadowlily Road**

The HIA identified that the development as originally proposed would introduce a “*stark and sudden*” contrast and transition between an urban settlement or landscape and the rural/natural landscape of Park Farm along Meadowlily Road. To address these impacts, the HIA recommends mitigation measures through buffering, setbacks, gates, lighting.

### **a. Entrances**

The Working Group appreciated the changes made to the layout based on the revised concept plan. Specifically, all of the direct accesses to Meadowlily Road South from the townhouse units had been removed. Access to the condominium would be limited to two entrances - one at the southern end and another at the northern end of the proposed development.

It was understood that two entrances would be required to meet Fire Code and other requirements for safe access. While a single, southerly entrance might have been preferred, the revisions were considered a positive change which provides for a buffer on the west side of Meadowlily. This would soften the transition between the urban development and the rural character of Park Farm.

While not necessarily within the mandate of LACH, Working Group members wondered whether northern access point should be the main entrance, with the possibility of one-way streets within the development. This might allow the width of the entrances to be reduced, particularly the southerly “exit” across from the Park Farm driveway.

### **b. Buffering**

The Working Group concurred with the HIA recommendation that there be buffering west of Meadowlily to reduce the impact and visual contrast between the proposed development and Park Farm.

In particular, it was recommended that a landscape plan be developed by a qualified landscape architect for a proposed buffer of native species to the west of the Meadowlily road widening. The Working Group recommended that this landscape plan include an appropriate number/size of evergreens to address the issue raised by the HIA Consultant in relation to visual impacts when deciduous trees are not in leaf.

While the revised concept plan noted the existing cedar trees within the road widening, the Working Group noted that there would be no assurance that these trees would remain long term. In particular, the road allowance, including the proposed road widening, might need to accommodate public sidewalks (as per the London Plan) and/or other services within the municipal right of way. For this reason, the required buffer should be located on private property with its installation and long-term maintenance governed by the site plan for the condominium. (Block 4 on the revised concept plan)

Further, the Working Group recommends that the buffering plan be circulated to the Heritage Planner for review and comment as part of the site plan approval process. It would be also beneficial to LACH if the Heritage Planner could provide an update on the buffering plan and/or consult with LACH, if deemed appropriate.

**c. Setbacks**

***Single Dwelling Units***

The Working Group supported the minimum 6m setback required for the two single dwelling units adjacent to Meadowlily Road (Units 1 & 36 on the revised Concept Plan).

***Townhouse Units***

In relation to the townhouse units, the proposed minimum 6m setback would be acceptable with the proviso that the actual setback as shown in the revised concept plan would be variable and well in excess of the minimum. In other words, the revised concept plan includes a proposed Block 4 between the road widening and the townhouse blocks. This block is the recommended location for the landscape buffering above which increases the overall setback.

**d. Gates**

The HIA recommendation is that any proposed gates for the development be “*of a sympathetic design, material and scale to the rural setting of Park Farm and Meadowlily Road.*” In addition, large walls and massive gate posts were not deemed appropriate. The Working Group concurred that any entrance feature should be “complimentary” rather than a “copy” of the Park Farm gate posts. Further it was suggested that a more appropriate term may be “entrance feature” rather than specifically “gates”. The Working Group voiced concerns that – due to the close proximity of the Park Farm entrance and the southern access for the new development – gate posts immediately across the road could detract from this unique and historic feature.

The Working Group noted that if the northern entrance were to become the “main entrance” then there might be less visual competition between any entrance feature for the new development and the Park Farm gate posts. In addition, as there is a wider buffer area along the west side of Meadowlily Road in the northern section, this might allow any entrance feature to be set further back into the private property. As this entrance feature would be a site plan rather than an OPA/ZBA/DPC matter, the Working Group recommends that any entrance feature proposal be circulated to the Heritage Planner for review and comment as part of the site plan approval process. It would be also beneficial to LACH if the Heritage Planner could provide an update on the entrance feature design and/or consult with LACH, if deemed appropriate.

**e. Lighting**

The HIA recommends that the development “*utilize lighting design that controls and prevents lighting bleed and glare onto Park Farm*”. The concept plan did not provide any details in relation to either streetlighting, entrance lighting and/or exterior lighting on the proposed units. As this entrance feature would be a site plan rather than an OPA/ZBA/DPC matter, the Working Group recommends that the lighting plan be circulated to the Heritage Planner for review and comment as part of the site plan approval process. It would be also beneficial to LACH if the Heritage Planner could provide an update on the lighting plan and/or consult with LACH, if deemed appropriate.

## 2. **Townhouse massing, roof lines and building design**

The HIA recommends several mitigation measures in relation to the impacts on the historic landscape, particularly in relation to the massing roof lines and building design for the townhouse blocks.

### a. **Massing**

The HIA recommends that the massing of the townhouses be *“articulated to break down the potential monotony of a streetscape of seven buildings in a row sharing identical footprints”*. The Working Group noted that the revised concept plan includes three building blocks, with four townhouses each, facing Meadowlily Road. The revised concept plan also shows a setback between each of the three buildings. The Working Group felt that the reduction in the number of units per building and spacing was a positive revision for the townhouse blocks, in keeping with the HIA.

### b. **Roof lines**

The HIA recommends that *“roof lines de-emphasize the three-storey height where possible and delineate multiple eave heights”*. The Working Group noted that the maximum height under the revised proposal would be 2.5 storeys. In addition, the revised concept plan limited the height of the three townhouse blocks facing Meadowlily to 2 storeys.

The Working Group appreciated that the reduced height of the structures would facilitate the recommended buffering of these townhouses on the west side of Meadowlily.

### c. **Design**

The HIA recommends that the *“architectural design should harmonize with the rural and natural surrounding rural landscape of Park Farm and Meadowlily Woods ESA. Building design may incorporate rural Ontario vernacular language but should avoid weak imitations. A visually complex design and rhythm is critical to soften the monotony of seven buildings in a row sharing identical footprints.”*

The Working Group felt that the revised concept elevation for the townhouses had failed to achieve this goal. The latest design of the three buildings facing Meadowlily was decidedly modern, almost institutional in character.

The Working Group contrasted the concept elevation for the Meadowlily facing townhouses with the architectural attributes of the concept elevation for the two single units also facing Meadowlily. The elevations for proposed single units appear to have achieved the delicate balance between a new build and the language of “rural Ontario vernacular” in both its material choices in visually complex roof line.

While design is technically outside of the OPA/ZBA/DPC review, the Working Group encourages the developer to harmonize the architectural elements of the townhouses facing Meadowlily with the proposed elements of the two single units, even if this requires a moderate increase in the height of the roofline over the entrances on front façade (up to 2.5 storey maximum).

**3. Fencing and Walling**

The HIA indicates that *“opaque fencing and walls that cut off the views to open space and beyond are not appropriate”*.

**a. Walls**

The Working Group noted that no walls appear to be proposed on the revised concept plan and concurs.

**b. Fencing**

The Working Group noted that no fencing is proposed in front of the townhouse blocks facing Meadowlily on the revised concept plan and concurs.

The Working Group noted that the revised concept plan indicates that any fencing on the west side of Meadowlily adjacent to the two single units cannot extend in front of the dwelling units and concurs with this design limitation. It is further noted that the HIA recommends that any openings be more typical of rural areas.

The Working Group recommends that Heritage Planner review and comment on any walls and/or fencing as part of the site plan approval process.

**4. Storm Water Infrastructure**

The HIA recommends that storm water infrastructure should *“avoid or minimize industrial scaled structures and facilities and integrate naturalized landscaping”*.

The Working Group noted that stormwater management was beyond its mandate and no details had been provided. If Block 4 is intended to serve as part of the stormwater management facilities, then there may be an opportunity to integrate naturalized landscaping as part of the recommended buffer.

**5. LACH Consideration and Implementation of the recommendations**

E.J. Rath would prepare notes of the meeting including the various recommendations. A draft of the notes would be circulated for comment/review to the Working Group members, LACH Chair, Heritage Planner and LACH coordinator. In particular, this review would include the form and content of the official recommendation to LACH (PEC) to ensure that the wording falls within the Advisory Committee mandate.

These notes would be then be forwarded to Jerri for the next LACH agenda.

The Working Group felt that it would be beneficial to LACH if the Heritage Planner could provide an update any of the items referred to the site plan approval process. The intent was not to become directly involved in site plan process but rather be in the loop on what items had been addressed (and how). This would also give the Heritage Planner an opportunity if and when deemed appropriate to seek input from LACH on such items as the landscape buffering and entrance feature.

For items beyond the scope of the LACH mandate, which were suggestions only, a copy of the notes would be provided to the File Planner as information.

cc. File Planner Mike Corby



## Report to London Advisory Committee on Heritage

**To:** Chair and Members  
London Advisory Committee on Heritage  
**From:** Gregg Barrett, Director, City Planning and City Planner  
**Subject:** Heritage Alteration Permit Application at 181 Dundas Street,  
Downtown Heritage Conservation District by M. Bangash  
**Date:** Wednesday March 10, 2021

### Recommendation

That, on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the heritage designated property located at 181 Dundas Street, in the Downtown Heritage Conservation District, **BE APPROVED** with the following terms and conditions:

- a) The porcelain tile previously installed on the storefront be replaced with the brick veneer used elsewhere on the storefront of the façade; and,
- b) The Heritage Alteration Permit be displayed in a location visible from the street until the work is completed.

### Executive Summary

The property 181 Dundas Street is included within the Downtown Heritage Conservation District. Alterations to the storefront were undertaken prior to obtaining Heritage Alteration Permit approval. Not all materials used as a part of the alterations sufficiently comply with the guidelines of the *Downtown Heritage Conservation District Plan*. A Heritage Alteration Permit application has been received seeking retroactive approval for some of the completed alterations and proposed alterations that are more compatible material for the storefront. Provided that the non-compliant materials be replaced with more sufficiently compliant materials, the retroactive and proposed alterations should be permitted with terms and conditions.

### Linkage to the Corporate Strategic Plan

This recommendation supports the following 2019-2023 Strategic Plan areas of focus:

- Strengthening Our Community:
  - Continuing to conserve London's heritage properties and archaeological resources

### Analysis

#### 1.0 Background Information

##### 1.1 Property Location

The property at 181 Dundas Street is located on the south side of Dundas Street between Richmond Street and Clarence Street (Appendix A).

##### 1.2 Cultural Heritage Status

The property at 181 Dundas Street is located within the Downtown Heritage Conservation District, designated pursuant to Part V of the Ontario Heritage Act by By-law No. L.S.P-3419-124. The heritage designating by-law was registered on the title of the properties within its boundaries on October 10, 2013.

### **1.3 Property Description**

The building on the property at 181 Dundas Street is a three-storey commercial style building, set close to the street and maintaining the street-wall on the south side of Dundas Street. The property has been used for commercial purposes dating to the 1880s. From approximately 1930 until 1954 the property was the home of “Boomers”, a confectionary that was popular for sweets and ice cream. From 1955 until the late-1970s the property was also the home of shoe retailers Dolcis Canada Ltd. (1955-1973) and Ingeborg Shoes (1973-1978). During the mid-20<sup>th</sup> century, the commercial building on the property was extensively altered to its current composition. The storefront previously included a slightly recessed entryway with large storefront window and a glazed tile cladding. A backlit sign box was previously installed above the entryway of the storefront. A pedestrian door providing access to the upper-storey apartments is located on the east side of the storefront façade. The upper storeys consist primarily of glazing. The third storey glazing is setback from the street-wall and appears to include a balcony.

## **2.0 Discussion and Considerations**

### **2.1 Legislative and Policy Framework**

Cultural heritage resources are to be conserved and impacts assessed as per the fundamental policies in the *Provincial Policy Statement* (2020), the *Ontario Heritage Act*, *The London Plan* and the *Official Plan* (1989 as amended).

#### **2.1.1 Provincial Policy Statement**

Heritage Conservation is a matter of provincial interest (Section 2.d, *Planning Act*). The *Provincial Policy Statement* (2020) promotes the wise use and management of cultural heritage resources and directs that “significant built heritage resources and significant cultural heritage landscapes shall be conserved” (Policy 2.6.1, *Provincial Policy Statement* 2020).

“Significant” is defined in the *Provincial Policy Statement* (2020) as, “resources that have been determined to have cultural heritage value or interest.” Further, “processes and criteria for determining cultural heritage value or interest are established by the Province under the authority of the *Ontario Heritage Act*.”

Additionally, “conserved” means, “the identification, protection, management and use of built heritage resources, cultural heritage landscapes and archaeological resources in a manner that ensures their cultural heritage value or interest is retained.”

#### **2.1.2 Ontario Heritage Act**

The *Ontario Heritage Act* enables municipalities to protect properties of cultural heritage value or interest. Properties of cultural heritage value can be protected individually, pursuant to Section 29 of the *Ontario Heritage Act*, or where groups of properties have cultural heritage value together, pursuant to Section 41 of the *Ontario Heritage Act* as a Heritage Conservation District (HCD). Designations pursuant to the *Ontario Heritage Act* are based on real property, not just buildings.

##### **2.1.2.1 Heritage Alteration Permit**

Section 42 of the *Ontario Heritage Act* requires that a property owner not alter, or permit the alteration of, the property without obtaining Heritage Alteration Permit approval. The *Ontario Heritage Act* (OHA) enables Municipal Council to give the applicant of a Heritage Alteration Permit:

- a) The permit applied for;
- b) Notice that the council is refusing the application for the permit; or,
- c) The permit applied for, with terms and conditions attached. (Section 42(4), *Ontario Heritage Act*)

Municipal Council must make a decision on the heritage alteration permit application within 90 days or the request is deemed permitted (Section 42(4), *Ontario Heritage Act*).

### **2.1.2.2 Contravention of the Ontario Heritage Act**

Pursuant to Section 69(1) of the *Ontario Heritage Act*, failure to comply with any order, direction, or other requirement made under the *Ontario Heritage Act* or contravention of the *Ontario Heritage Act* or its regulations, can result in the laying of charges and fines up to \$50,000 for an individual and \$250,000 for a corporation.

When amendments to the *Ontario Heritage Act* in Bill 108 are proclaimed in force and effect, the maximum fine for the demolition or removal of a building, structure, or heritage attribute in contravention of Section 42 of the *Ontario Heritage Act* will be increased to \$1,000,000.

### **2.1.3 The London Plan/Official Plan**

*The London Plan* is the new official plan for the City of London (Municipal Council adopted, approved by the Ministry of Municipal Affairs and Housing with modifications, and the majority of which is in force and effect). *The London Plan* policies under appeal to the Local Planning Appeal Tribunal (Appeal PL170100) and not in force and effect are indicated with an asterisk throughout this report. *The London Plan* policies under appeal are included in this report for informative purposes indicating the intent of Municipal Council, but are not determinative for the purposes of this application.

The policies of *The London Plan* found in the Key Directions and Cultural Heritage chapter support the conservation of London's cultural heritage resources for future generations. To ensure the conservation of significant cultural heritage resources, including properties located within a Heritage Conservation District, the policies of *The London Plan* provide the following direction:

*Policy 594\_\** Within heritage conservation districts established in conformity with this chapter, the following policies shall apply:

- 1. The character of the district shall be maintained by encouraging the retention of existing structures and landscapes that contribute to the character of the district.*
- 2. The design of new development, either as infilling, redevelopment, or as additions to existing buildings, should complement the prevailing character of the area.*
- 3. Regard shall be had at all times to the guidelines and intent of the heritage conservation district plan.*

*Policy 596\_* A property owner may apply to alter a property within a heritage conservation district. The City may, pursuant to the Ontario Heritage Act, issue a permit to alter the structure. In consultation with the London Advisory Committee on Heritage, the City may delegate approvals for such permits to an authority.

### **2.1.4 Downtown Heritage Conservation District Plan**

The Downtown is recognized for its cultural heritage value through its designation as a Heritage Conservation District. Physical goals of the designation of the Downtown as a Heritage Conservation District include:

- Encouraging rehabilitation and restoration of heritage buildings that are sensitive and respectful of their historical significance; and,
- Encouraging alterations to heritage resources that are complimentary to the District character and streetscape (Section 3.2.1, *Downtown Heritage Conservation District Plan*).

With regards to compatibility, the principles of the *Downtown Heritage Conservation District Plan* note:

*A building is intimately connected to its site and to the neighbouring landscape and buildings. An individual building is perceived as part of a grouping that requires its neighbours to illustrate the original design intent. When buildings need*

*to change there is a supportive setting that should be maintained (Section 3.1, Downtown Heritage Conservation District Plan).*

Relevant guidelines of the *Downtown Heritage Conservation District Plan* that apply to this Heritage Alteration Permit application includes: Storefronts (Section 6.1.3.1) and Façade Composition (Section 6.1.4.1). While there is a wide variety of storefronts within the Downtown Heritage Conservation District, common characteristics include a high proportion of glazing (approximately 80%) and recessed doorways. The storefront guidelines recommend the preservation of these features and replacing in kind where “the new work should match the old in form and detailing.” Regarding façade composition, “new and renovated buildings must enhance the character of the street through the use of high quality materials such as brick, stone and slate.”

## **2.2 Heritage Alteration Permit (HAP21-014-L)**

The property at 181 Dundas Street is included within the Downtown Heritage Conservation District. Alterations to the façade, including storefront alterations requires Heritage Alteration Permit approval pursuant to Section 42(1) of the *Ontario Heritage Act*.

Alterations to the storefront were undertaken prior to obtaining Heritage Alteration Permit. The unapproved alterations included the removal of the backlit sign box and installation of new materials in preparation for the property’s new commercial use. Upon review, staff identified alterations that do not comply with the policies and guidelines included within *Downtown Heritage Conservation Plan*. In particular, the application of vertically oriented porcelain tiles with a faux wood grain pattern do not sufficiently comply with the guidelines of the *Downtown Heritage Conservation Plan*.

A Heritage Alteration Permit application was submitted on February 22, 2021 to address the non-compliance of the storefront, as well as the unapproved alterations. A representative of the property owner has submitted a Heritage Alteration Permit (HAP21-014-L) seeking:

- Retroactive approval for the removal of the previously installed backlit sign box and backing materials;
- Retroactive approval for the removal of existing glazed tile cladding of the storefront;
- Retroactive approval for the installation of new thin “Flagstaff” brick veneer on “DUROCK” cement board backing;
- Approval for the replacement of the unapproved non-compliant porcelain tile with new thin “Flagstaff” brick veneer, to match the brick previously installed on the storefront.

Signage is not included within the scope of this Heritage Alteration Permit, and will require the submission of a separate Heritage Alteration Permit application.

Per Section 42(4) of the Ontario Heritage Act, the 90-day timelines for this Heritage Alteration Permit application will expire on May 23, 2021.

## **3.0 Financial Impact/Considerations**

None.

## **4.0 Key Issues and Considerations**

The review of the proposed storefront alterations included within this Heritage Alteration Permit application considers the principles, policies, and guidelines of the *Downtown Heritage Conservation District Plan*.

The previously installed backlit sign box, backing materials, and glazed tile cladding was removed prior to obtaining Heritage Alteration Permit approval in order to prepare the storefront for a new commercial use. The proposed design and materials for the storefront alterations sufficiently comply with the guidelines outlined in Storefronts

(Section 6.1.3.1) and Façade Composition (Section 6.1.4.1) of the *Downtown Heritage Conservation District Plan* with the exception of the faux wood grain porcelain tile. To address this non-compliance, the applicant has proposed to replace the porcelain tile with thin brick veneer cladding, a more suitable material for the storefront composition of the property.

The windows and doors of the storefront will be retained and will continue to retain a high proportion of glazing on the composition of the storefront.

## Conclusion

The alterations to the storefront of the property at 181 Dundas Street, in the Downtown Heritage Conservation District were undertaken prior to obtaining Heritage Alteration Permit approval. The alterations included materials that do not comply with the guidelines of the Downtown Heritage Conservation District Plan. The applicant has applied to re-clad the non-compliant materials with a more compatible and sufficiently compliant cladding material in order to address the non-compliance of the alterations. The retroactive and proposed alterations should be permitted with term and conditions to better comply with the guidelines of the *Downtown Heritage Conservation District Plan*.

**Prepared by:** Michael Greguol, CAHP, Heritage Planner  
**Submitted and Recommended by:** Gregg Barrett, AICP, Director, City Planning and City Planner

Appendix A Property Location  
Appendix B Images  
Appendix C Brick Veneer Information Sheet

### Sources

Vernon's City Directories – 1930-1994.  
Corporation of the City of London. *Downtown Heritage Conservation District Plan*. 2013.  
Corporation of the City of London. *Register of Cultural Heritage Resources*. 2019.  
Corporation of the City of London. *2019-2023 Strategic Plan*.  
Corporation of the City of London. *The London Plan*. 2019 (consolidated).  
Evans, J. Michael. *London at the Crossroads: Downtown on Richmond and Dundas*. 2006.  
*Ontario Heritage Act*. 2019, c.9, Sched. 11. Retrieved from <https://www.ontario.ca/laws/statute/90o18>.

# Appendix A – Property Location

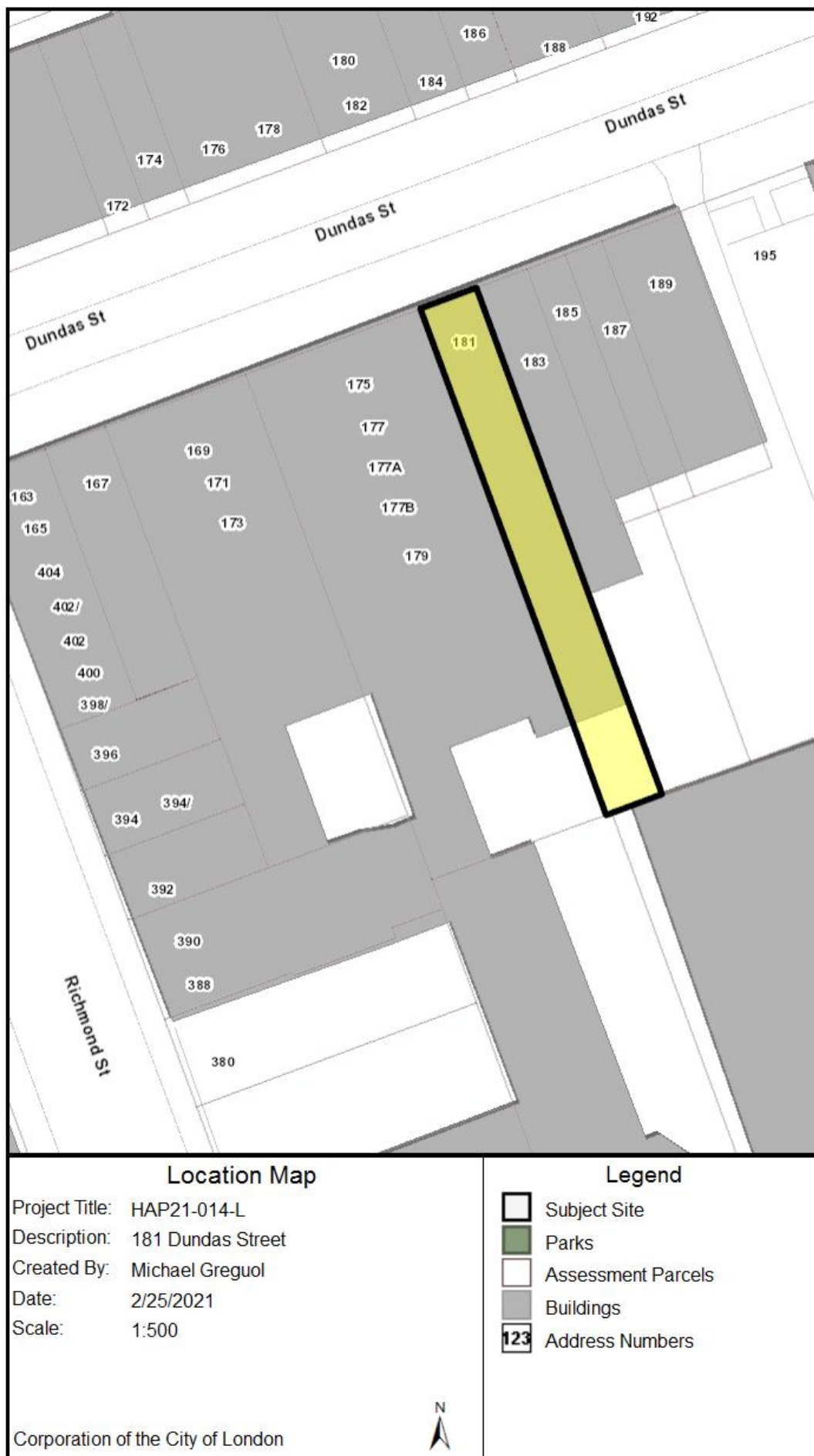


Figure 1: Location of the property at 181 Dundas Street, located within the Downtown Heritage Conservation District.



## Appendix B – Images



Image 1: Photograph showing a lineup outside of “Boomers” located at left. “Boomers” was a popular confectionary shop located at 181 Dundas Street in the mid-20<sup>th</sup> century. The architectural details on the storefront and the upper facades have been extensively altered since this 1944 photograph (Western University Archives, London Free Press Negative Collection).



Image 2: Image of the building located at 181 Dundas Street, occupied by “It’s Fun” in July 2017 (Google Streetview).





*Image 3: Photograph of the building located at 181 Dundas Street following the removal of the backlit sign box, showing existing conditions in January 2021.*



*Image 4: Detail of the materials located behind the previously installed sign-box. The ghosting left on what appears to be vitrolite states "THE WORLD OF FASHION AT YOUR FEET" likely associated with one of the mid-20th century shoe retailers that occupied the storefront.*





*Image 5: Photograph of the property at 181 Dundas Street showing the unapproved alterations, including painted brick veneer and faux wood grain porcelain tile.*



*Image 6: Photograph of the property at 181 Dundas Street showing the unapproved alterations including painted brick veneer and faux wood grain porcelain tile.*





*Image 7: Detail of faux wood grain porcelain tile installed on the storefront of the building at 181 Dundas Street.*

# Appendix C – Brick Veneer Information Sheet

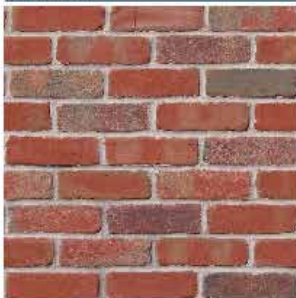
CUT SHEET

SANDMOLD

creative  
materials  
corporation

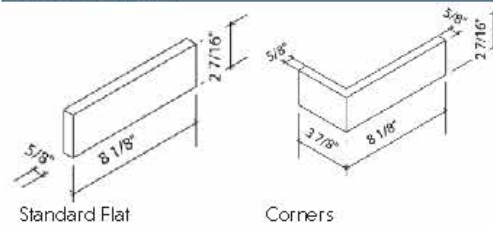


COLORS



Flagstaff

AVAILABLE SIZES



THICKNESS

5/8"

## THIN BRICK CLEANING & MAINTENANCE

Once thin brick are installed and the mortar has fully cured, thin brick should be maintained using the same techniques as full brick installations. (ref BIA technical note 20, [www.gobrick.com](http://www.gobrick.com)). The exception would be that if any mortar needs to be repointed, the depth of the pointing would only run as thick as the thin brick.

**General Cleaning:** General washing should be performed with a cleanser specifically designed for brick masonry. Creative Materials recommends the use of Prosoco products ([www.prosoco.com](http://www.prosoco.com)). Use caution and carefully follow their recommendations for cleanser and cleaning instructions. Always test a small inconspicuous area first. Never clean with Muriatic Acid!

**Sealing:** As a general rule of thumb, sealing brick is not recommend, as some sealers can change the natural beauty of the brick. If sealing is desired, we recommend the use of Prosoco products ([www.prosoco.com](http://www.prosoco.com)). When any sealer is applied, always follow the manufacturer's recommendations and instructions. Always test small inconspicuous area first.

800.207.2967 | [sales@creativematerialscorp.com](mailto:sales@creativematerialscorp.com) | [www.creativematerialscorp.com](http://www.creativematerialscorp.com)

Sandmold-cut 12/19

Figure 2: Information Sheet submitted as a part of the Heritage Alteration Permit including information on the thin brick veneer used for the storefront alterations and proposed for re-cladding.

## Report to London Advisory Committee on Heritage

**To:** Chair and Members  
London Advisory Committee on Heritage  
**From:** Gregg Barrett, Director, City Planning and City Planner  
**Subject:** Heritage Easement Agreement, 39 Carfrae Street  
**Date:** Wednesday March 10, 2021

### Recommendation

That, on the recommendation of the Director, City Planning and City Planner with the advice of the Heritage Planner:

- a) The attached draft Heritage Easement Agreement (Appendix “B”) between the Corporation of the City of London and the property owner of 39 Carfrae Street relating to the heritage designated property known as “Carfrae Cottage”, **BE APPROVED** substantially in the form attached and as approved by the City Solicitor; and
- b) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on April 13, 2021 to approve the Heritage Easement Agreement and authorize the Mayor and City Clerk to sign the agreement, pursuant to Section 37(1) of the *Ontario Heritage Act*.

### Executive Summary

Carfrae Cottage, located at 39 Carfrae Street, is a significant cultural heritage resource. Following the death of the property owner, the estate trustees and the Heritage Planner discussed opportunities to strengthen the protection for Carfrae Cottage. A Heritage Easement Agreement is recommended for Carfrae Cottage to ensure its long-term protection and conservation. A Heritage Easement Agreement can offer clarity and specificity on the cultural heritage value and heritage attributes of a significant cultural heritage resource that shall be preserved. The estate trustees have reviewed and agreed to the Heritage Easement Agreement for Carfrae Cottage.

### Linkage to the Corporate Strategic Plan

This recommendation supports the following 2019-2023 Strategic Plan area of focus:

- Strengthening Our Community:
  - Continuing to conserve London’s heritage properties and archaeological resources

### Analysis

#### 1.0 Background Information

##### 1.1 Property Location

The property at 39 Carfrae Street, known as Carfrae Cottage, is located on the south side of Carfrae Street between Ridout Street South and Carfrae Crescent.

##### 1.2 Cultural Heritage Status

The property at 39 Carfrae Street is designated pursuant to Part IV of the *Ontario Heritage Act*. By-law No. L.S.P.-2978-65 was passed in 1988. The property was designated for its “historical and architectural value” per the requirements of the *Ontario Heritage Act* at the time of designation.

##### 1.3 Property Description

In 1834, Robert Carfrae received a grant of 24 acres of land along the south branch of the Thames River off Wortley Road in Westminster Township in compensation for his assistance in the construction of the London District Court House (399 Ridout Street

North). While he continued to reside north of the Thames River, Robert Carfrae and his family eventually moved to this plot of land. The existing house, Carfrae Cottage, was constructed in circa 1860.

Over time, portions of the property were sold. The Carfrae Cottage property remained in the ownership of the Carfrae family (and their descendants) until 1944. The property was owned by several subsequent owners until it was purchased by Alan and Julia Beck in 1998.

Carfrae Cottage is an early example of traditional Ontario Cottage architecture in both style and type. It demonstrates elements of the Gothic Revival architectural style with a high degree of craftsmanship that reflects the property's historical value.

The property was the home of local heritage activist, Julia (1928-2012) and Dr. Alan (1928-2020) Beck from 1998 until their respective death. Julia significantly contributed to the conservation of heritage buildings in the London area, including the Ridout Restoration (435-451 Ridout Street North), the Red Antiquities Building (129-131 Wellington Street), and Carfrae Cottage. Carfrae Cottage was featured in a tour of Ontario Cottages accompanying an exhibition of the same topic at the London Regional Arts and Historical Museums (LRAHM, now Museum London) in 2000. In the tour programme, Julia Beck is fittingly noted as a “great friend of Ontario Cottages everywhere.”

## **2.0 Discussion and Considerations**

### **2.1 Legislative and Policy Framework**

Cultural heritage resources are to be conserved and impacts assessed as per the fundamental policies in the *Provincial Policy Statement (2020)*, the *Ontario Heritage Act*, *The London Plan* and the *Official Plan (1989 as amended)*.

#### **2.1.1 Provincial Policy Statement**

Heritage Conservation is a matter of provincial interest (Section 2.d, *Planning Act*). The *Provincial Policy Statement (2020)* promotes the wise use and management of cultural heritage resources and directs that “significant built heritage resources and significant cultural heritage landscapes shall be conserved” (Policy 2.6.1, *Provincial Policy Statement 2020*).

“Significant” is defined in the *Provincial Policy Statement (2020)* as, “resources that have been determined to have cultural heritage value or interest.” Further, “processes and criteria for determining cultural heritage value or interest are established by the Province under the authority of the *Ontario Heritage Act*.”

Additionally, “conserved” means, “the identification, protection, management and use of built heritage resources, cultural heritage landscapes and archaeological resources in a manner that ensures their cultural heritage value or interest is retained.”

#### **2.1.2 Ontario Heritage Act**

The *Ontario Heritage Act* enables municipalities to protect properties of cultural heritage value or interest. Properties of cultural heritage value can be protected individually, pursuant to Section 29 of the *Ontario Heritage Act*, or where groups of properties have cultural heritage value together, pursuant to Section 41 of the *Ontario Heritage Act* as a Heritage Conservation District (HCD). Designations pursuant to the Ontario Heritage Act are based on real property, not just buildings.

##### **2.1.2.1 Heritage Easement Agreement**

The *Ontario Heritage Act* also enables other tools to protect and conserve cultural heritage resources, including Heritage Easement Agreements.

Section 37 of the *Ontario Heritage Act* states,

*37(1) Despite subsection 36(1), after consultation with its municipal heritage committee, if one is established, the council of a municipality may pass by-laws providing for the entering into of easements or covenants with owners of real property or interests in real property, for the conservation of property of cultural heritage value or interest. 2002, c. 18, Sched. F, s. 2 (19).*

*(2) Any easement or covenant entered into by a council of a municipality may be registered, against the real property affected, in the proper land registry office. R. S. O. 1990, c. O. 18, s. 37 (2).*

*(3) Where an easement or covenant is registered against real property under subsection (2), ease easement or covenant shall run with the real property and the council of the municipality may enforce such easement or covenant, whether positive or negative in nature, against the owner or any subsequent owners of the real property, and the council of the municipality may enforce such easement or covenant even where it owns no other land which would be accommodated or benefitted by such easement or covenant. R. S.O. 1990, c. O. 18, s. 37 (3).*

*(4) Any assignment or covenant entered into by the council of the municipality under subsection (2) may be assigned to any person and such easement or covenant shall continue to run with the real property and the assignee may enforce the easement or covenant as if it were the council of the municipality and it owned no other land which would be accommodated or benefitted by such easement or covenant. R. S.O. 1990, c. O. 18, s. 37 (4).*

*(5) Where there is conflict between an easement or covenant entered into by a council of a municipality under subsection (1) and section 33 or 34, the easement or covenant shall prevail. R. S.O. 1990, c. O. 18, s. 37 (5).*

### **2.1.3 The London Plan/Official Plan**

*The London Plan* is the new official plan for the City of London (Municipal Council adopted, approved by the Ministry of Municipal Affairs and Housing with modifications, and the majority of which is in force and effect). *The London Plan* policies under appeal to the Local Planning Appeal Tribunal (Appeal PL170100) and not in force and effect are indicated with an asterisk throughout this report. *The London Plan* policies under appeal are included in this report for informative purposes indicating the intent of Municipal Council but are not determinative for the purposes of this application.

The policies of *The London Plan* found in the Key Directions and Cultural Heritage chapter support the conservation of London's cultural heritage resources for future generations.

Policy 570\_5 of *The London Plan* states:

*For the purposes of cultural heritage protection and conservation, City Council may adopt a number of specific strategies and programs, including: heritage easements.*

Policy 583\_ of *The London Plan* states,

*To ensure a greater degree of protection to designated properties of cultural heritage value or interest, City Council may enter into agreements with property owners or may attempt to secure conservation easements in order to protect those featured deemed to have heritage value. Council may also consider the application of zoning that includes regulations to further protect the property.*

## **3.0 Financial Impact/Considerations**

None.

## 4.0 Key Issues and Considerations

### 4.1 Heritage Easement Agreement in London

There are eight properties in London which are protected through a heritage easement agreement. Four heritage easement agreements are held by the Ontario Heritage Trust (formerly the Ontario Heritage Foundation); four heritage easement agreements are held by the City of London.

#### Municipal Heritage Easement Agreements

- Chestnut Hill, 55 Centre Street
- 229-231 Dundas Street, London Mechanics' Institute
- Elsie Perrin Williams Memorial London Public Library and Art Gallery and Museum, 305 Queens Avenue
- Thornwood, 329 St. George Street and 335 St. George Street

#### Ontario Heritage Trust Heritage Easement Agreements

- London District Court House, 399 Ridout Street North
- Eldon House, 481 Ridout Street North
- Normal School, 165 Elmwood Avenue East
- London Psychiatric Hospital, 850 Highbury Avenue North

Heritage easement agreements can be an important tool in the protection of significant cultural heritage resources. Heritage easement agreements are commonly required as part of development applications for other municipalities including Kingston, Markham, Oakville, Toronto, and Brampton.

### 4.2 Requirements to Enter into a Heritage Easement Agreement

The purpose of a heritage easement agreement is for the conservation of a property of cultural heritage value or interest (Section 37(1), *Ontario Heritage Act*). A property must be of cultural heritage value or interest to enter into a heritage easement agreement, however there is no provincially mandated criteria for a municipality to enter into a heritage easement agreement. As demonstrated by its existing designation pursuant to Section 29 of the *Ontario Heritage Act*, Carfrae Cottage (39 Carfrae Street) is of significant cultural heritage value or interest.

Consultation with a municipal heritage committee, the London Advisory Committee on Heritage (LACH), is required before a municipality can enter into a heritage easement agreement with a property owner pursuant to Section 37(1) of the *Ontario Heritage Act*.

As demonstrated by Policy 570\_5 and Policy 583\_ of *The London Plan*, there are sufficient enabling policies for Municipal Council to enter into a heritage easement agreement.

### 4.3 Heritage Easement Agreement vs. Heritage Designating By-law

Heritage easement agreements provide the highest level of protection, pursuant to the *Ontario Heritage Act*, to protect significant cultural heritage resources for future generations. It is a legal document, like a heritage designating by-law, which is registered on the title of the property. A heritage easement agreement remains applicable to the specific property if the property is sold.

Where a heritage designation pursuant to Section 29 or Section 41 of the *Ontario Heritage Act* may be imposed on a property (with appeal opportunities availed to the property owner), the agreement between the municipality and property owner is required to enter into a heritage easement agreement. Heritage easement agreements, and decisions pursuant to heritage easement agreements, are not appealable to the Local Planning Appeal Tribunal (LPAT).

Of particular benefit for a significant cultural heritage resource with an old heritage designating by-law, like Carfrae Cottage, a heritage easement agreement can offer additional clarity or specificity on the heritage attributes of the property. While



anticipated to somewhat change following the proclamation of amendments to the *Ontario Heritage Act* in Bill 108, a heritage easement agreement can include photographs to help manage change.

Heritage easement agreements establish requirements for maintaining a property, or specific features or attributes of a property. In addition to the requirement to obtain approval from a municipality prior to making alterations to the property, like a heritage designated property, other requirements, such as insurance, can be included within a heritage easement agreement.

Pursuant to Section 37(5) of the *Ontario Heritage Act*, in the event of a conflict between a heritage easement agreement and a heritage designating by-law, a heritage easement agreement will prevail.

#### **4.1. Agreement with Property Owner**

As noted, entering into a heritage easement agreement requires the agreement of the property owner and municipality.

Following the death of the property owner, the estate trustees and the Heritage Planner discussed opportunities to strengthen the protection for Carfrae Cottage. Different approaches, including the passage of a new heritage designating by-law, were considered. Information on heritage easement agreements was provided and discussed. A draft heritage easement agreement was reviewed by Legal Services. The estate trustees have reviewed and agreed to the Heritage Easement Agreement in Appendix B for Carfrae Cottage.

As the property is intended to be sold, the heritage easement agreement must be registered on title prior to the sale of the property.

## **Conclusion**

Carfrae Cottage is a very significant cultural heritage resource. It is protected by its designation pursuant to Part IV of the *Ontario Heritage Act*; a heritage easement agreement offers a higher level of protection. A heritage easement agreement will help to ensure that Carfrae Cottage continues to be maintained in a manner befitting its cultural heritage value and ensures the conservation of its heritage attributes for future generations as a physical, tangible link to London's past.

**Prepared by: Kyle Gonyou, CAHP, Heritage Planner**

**Submitted and Recommended by: Gregg Barrett, AICP, Director, City Planning and City Planner**

CC Sachit Tataavarti, Solicitor

Appendix A Authorizing By-law

Appendix B Heritage Easement Agreement – 39 Carfrae Street

#### **Selected Bibliography**

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## Appendix A

Bill No.  
2021

By-law No.

A by-law to enact a Heritage Easement Agreements of the property at 39 Carfrae Street, pursuant to the provision of the *Ontario Heritage Act*

WHEREAS Section 5(3) of the *Municipal Act*, 2001, S. P. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS Section 9 of the *Municipal Act*, 2001, provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purposes of exercising its authority under that or any other Act;

AND WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of London, in the County of Middlesex and Province of Ontario (hereinafter called the "Property" or "39 Carfrae Street"), being composed of LT 5, PL 451 (4th); London and known municipally as 39 Carfrae Street, London and designated to be of historic and architectural value by By-law No. L.S.P.-2978-65;

AND WHEREAS the purpose of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, is to support, encourage, and facilitate the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS in accordance with Section 37(1) of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, the City is entitled to enter into agreements, covenants, and easements with owners of real property or interests therein, for the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS by Sections 37(2) and 37(3) of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, such covenants and easements may be entered into by the City, when registered in the property Land Registry Office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignees against any subsequent owners of the real property even where the City owns no other lands which would be accommodated or benefitted by such covenants or easements;

AND WHEREAS the Owner and the City desire to conserve the cultural heritage value and interest of the Property as described hereto in a manner which will ensure its preservation for future generations;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Heritage Easement Agreement on behalf of the City;

AND THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as Schedule "A" to this By-law, being a heritage easement agreement related to 39 Carfrae Street, London, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under Section 1 above, substantially in the form of agreement attached and to the satisfaction of the City Solicitor.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council April 13, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – April 13, 2021  
Second Reading – April 13, 2021  
Third Reading – April 13, 2021

## Appendix B

THIS AGREEMENT made this XX day of XXXX 2021 between:  
XXXX  
(the "Owner")

and  
the Corporation of the City of London  
(the "City")

WHEREAS the Owner is the owner of certain lands and premises situated in the City of London in the County of Middlesex and Province of Ontario, and municipally known as 39 Carfrae Street (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and which there is a dwelling (hereinafter called the "Building");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R. S. O., 1990, c. O.18, is to support, encourage, and facilitate the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into easements or covenants with owners of real property, or interests therein, for the conservation of property of cultural heritage value or interest;

AND WHEREAS in accordance with Subsection 37(1) of the *Ontario Heritage Act*, the City has passed by-law No. XXXX authorizing this Agreement, a copy of which is attached as Schedule "B" to this Agreement;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such covenants and easements entered into by the City when registered in the proper Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such covenants or easements;

AND WHEREAS the Owner and City desire to conserve the cultural heritage value or interest of the property set out in the "Cultural Heritage Value" attached as Schedule "C" and as may be depicted in the Photographs attached as Schedule "D" to this agreement;

AND WHEREAS to this end, the Owner and the City agree to enter into this heritage easement agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSTH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner (the receipt of which is hereby acknowledged), other valuable considerations and the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to abide by the following covenants, easements, and restrictions which shall run with the Property forever.



## **1.0 Cultural Heritage Value or Interest**

### **1.1 Statement of Cultural Heritage Value or Interest**

The Owner and the City agree that for the purposes of this Agreement the Statement (hereinafter called the “Cultural Heritage Value or Interest”) attached as Schedule “C” to this Agreement sets out the reasons why the Property has been identified by the City as having cultural heritage value or interest:

### **1.2 Photographs Relevant to the Duties of the Owner**

The Owner acknowledges that a set of dated photographs, hereinafter referred to collectively as “the Photographs” and attached as Schedule “D”, document the state of the Property as of the date of execution of this Agreement. The original photographs, dated February 12 and 26, 2021, will be kept on file at the City’s offices or such other locations as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain heritage attribute of the appearance or the construction of the Building and Property and the Cultural Heritage Value or Interest and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Building pursuant to paragraph 2.1 and/or 2.4, the Owner shall within ninety (90) days of completion of such alterations and at the Owner’s expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City. The City shall number the said photographs which shall supersede the original Photographs and all references in this Agreement to the Photographs shall be deemed to refer to such new replacement photographs.

## **2.0 Duties of Owner**

### **2.1 Normal Repairs and Alterations**

The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodelling, or any other thing or act which would materially affect the attributes, features or the appearance or construction of the Building as set out in the Cultural Heritage Value or Interest and as may be depicted in the copies of the Photographs on file or drawings or other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request at its address as set out in paragraph 6.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of, shall use materials approved by the City.

### **2.2 Insurance**

The Owner shall at all times during the currency of this Agreement keep the Building insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building. Upon execution of this agreement, the Owner shall deliver to the City a letter or certificate, in a form and from an insurance company, agent, or broker acceptable to the City, which letter or certificate shall state as follows:

“This will confirm that (name of insurer) has insured to the Owner a valid insurance policy which insures the Building against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building.”

The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City. If the Owner fails to so insure the Building, or in any such insurance on the Building is cancelled, the City may effect such insurance as the City deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the City, or if not

shall be a debt due and owing to the City and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies on the Building shall, on the written demand and in accordance with the requirements of the City, be applied to replacement, rebuilding, restoration, or repair of the Building to the fullest extent possible having regard for the Cultural Heritage Value or Interest, the particular nature of the Building and the cost of such work.

### **2.3 Damage or Destruction**

The Owner shall notify the City of any damage or destruction to the Building within ten (10) days of such damage or destruction occurring. In the event that the Building is damaged or destroyed and the replacement, rebuild, restoration, or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of the giving by the Owner of such notice of such damage or destruction, request written approval by the City to demolish the Building, in accordance with paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the building.

### **2.4 Reconstruction by Owner**

If the Owner has not requested the approval to demolish referred to in paragraph 2.3 or if the City does not give the approval to demolish referred to in paragraph 2.3, the Owner shall replace, rebuilding, restore, or repair the Building so as to effect the complete restoration of the Building. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration, or repair of the Building to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style, or any other grounds and grounds including, but not limited to, purely aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration, and repair work on the Building to be commenced within thirty (30) of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

### **2.5 Failure of the Owner to Reconstruct**

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 2.3 and the Owner fails to submit plans and specifications pursuant to paragraph 2.4 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore, or repair the Building in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring, or repairing the building so as to effect the complete restoration of the building. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

### **2.6 Maintenance of the Building**

The Owner shall at all time maintain the Building in as good and as sound of a state of repair as a prudent owner would normally do so, so that no deterioration in the

Building's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Building from vandalism, fire, and damage from inclement weather.

### **2.7 Signs, Etc.**

The Owner shall not erect or permit the erection on the Building of any signs, awnings, television aerials, or other objects of similar nature without the prior written approval of the City provided, however, the approval of the City shall not be unreasonably withheld, having regard to the Owner's use of the Building, the Cultural Heritage Value or Interest, and the Photographs.

### **2.8 No Act of Waste**

The Owner shall not commit or permit any act of waste on the Property. In particular, the Owner shall not, except with the prior written approval of the City:

- (a) Grant any easement or right-of-way which would adversely affect the easement hereby granted;
- (b) Allow the dumping of soil, rubbish, ashes, garbage, waste, or other unsightly, hazardous, or offensive materials of any type or description;
- (c) Except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands that would negatively affect the Building or its Cultural Heritage Value or Interest, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings, as well as the excavation, dredging, or removal of loam, gravel, soil, rock, sand, or other materials;
- (d) Allow any activities, actions, or uses detrimental or adverse to water conservation, erosion control, and soil conservation;
- (e) Allow the planting of trees, shrubs, or other vegetation which would cause any damage or a real likelihood of damage to the Building or otherwise negatively affect it or its Cultural Heritage Value or Interest; and,
- (f) Erect or remove or permit the erection or removal of any building, fence, or structure of any type whatsoever on the Property provided, however, that the approval of the City shall not be unreasonably withheld if such erection or removal would not cause any damage or a real likelihood of damage to the Building or otherwise negatively affect it or its Cultural Heritage Value or Interest.

### **2.9 Breach of Owner's Obligations**

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the City's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed to the City and may be enforced by any remedy authorized or permitted by this Agreement or by law, and no such remedy shall be exclusive of or dependent on any other remedy.

### **2.10 Waiver**

The failure of the City at any time to require performance by the Owner of any obligations under this Agreement shall in no way affect its right thereafter to enforce

such obligations, nor shall the waiver by the City of the performance of any obligations hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

### **2.11 Extension of Time**

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

### **2.12 Emergencies**

Notwithstanding the provisions of paragraph 2.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Building as are:

- (a) In keeping with the intentions of this Agreement;
- (b) Consistent with the conservation of the Building; and,
- (c) Reasonably necessary to deal with an emergency which puts the security or integrity of the Building or occupants of the Building at risk of damage.

Provided that the *Building Code Act, 1992*, S. O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the City's Heritage Planner is consulted.

## **3.0 Use of Property**

The Owner expressly reserves for itself, its representatives, heirs, successors, and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

## **4.0 Inspection by City**

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Building upon prior written notice to the Owner of at least twenty-four (24) hours.

## **5.0 Notice of Easement**

### **5.1 Plaque**

The Owner agrees to allow the City to erect a plaque on the Building or Property, in a tasteful manner and at the City's expense, indicating that the City holds a conservation easement on the Property.

### **5.2 Publicity**

The Owner agrees to allow the City to publicise the existence of the easement.

## **6.0 Notice**

### **6.1 Address of Parties**

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

#### **Owner**

39 Carfrae Street  
London, Ontario  
N6C 1G1

#### **City**

The Corporation of the City of London  
300 Dufferin Avenue  
P.O. Box 5035  
London, Ontario  
N6A 4L9



The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

## **6.2 Method of Notice**

Any notices, certificates or other communications and deliveries required by this Agreement or desired to be given to or made by any party shall be in writing and may be delivered personally, made by mailing the same in a sealed envelope, by registered mail, postage prepaid, return receipt requested, addressed to each part at the address set forth in 6.1 or such other address as the parties shall designate by notice, given in accordance herewith. Personal delivery shall be effective on the day of delivery and delivery by mail shall be effective five (5) days after mailing.

## **7.0 Indemnity**

**7.1** No work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council, pursuant to or in connection with this Agreement, shall give rise to any action, claim, counter-claim or demand by the Owner, or the Owner's heirs, executors, administrators, successors or assigns, for damages or compensation of any kind because of such work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council, pursuant to or in connection with this Agreement.

**7.2** The Owner agrees to indemnify and forever save harmless the City, its officers employees, and agents and Municipal Council, from any claim, suit, demand, action, costs or causes of action against the City by any other party, arising out of or in connection with this Agreement or any work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council pursuant to or in connection with this Agreement.

## **8.0 Entire Agreement**

Except as set out herein, this written Agreement embodies the entire agreement of the parties regarding the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

## **9.0 Severability**

The Owner and the City agree that all covenants, easements, and restrictions contained in this Agreement shall be severable, and that should any covenant, easement, or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants, easements, and restrictions shall not terminate thereby.

## **10.0 Binding on Successors**

**10.1** The covenants, easements, and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns as the case may be, in accordance with Section 37 of the *Ontario Heritage Act*, as amended. "Owner" wherever used in this Agreement, is intended and shall be construed to include such subsequent owners, successors and assigns.

**10.2** Without in any way affecting or intending to affect the binding nature of the covenants, easements and restrictions herein contained, in any and every conveyance, sale, charge, mortgage, lease, assignment, license, disposition or other dealing whatsoever with the Property and any part thereof, the Owner shall deliver to every grantee, transferee, buyer, mortgagee, lessee, assignee, licensee or other interested person thereunder written notice of this Agreement and obtain from every such party thereof a covenant to observe, perform and comply with the covenants, easements and restrictions herein contained.

**10.3** The Owner shall notify the City within ten (10) days of divesting themselves of any legal or beneficial interest in the Property or the Building.

## **11.0 Termination**

Notwithstanding any other provision of this Agreement, this Agreement shall terminate and all covenants, easements and restrictions contained herein shall be released immediately upon the City providing approval to demolish the Building pursuant to paragraph 2.3.

## **12.0 General**

**12.1** The Owner hereby agrees to procure and provide to the City any postponement agreements which the City Solicitor considers necessary to ensure that this Agreement shall have a priority over any other any other interests in the Property.

**12.2** The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for the convenience of reference only.

**12.3** This Agreement shall be construed with all changes in number and gender as may be required by the context.

**12.4** This Agreement shall be governed in accordance with the laws of the Province of Ontario.

**12.5** The following schedule attached hereto shall be deemed to form a part of this Agreement:

- (a) Schedule "A" - Legal Description of the Lands
- (b) Schedule "B" – Authorizing By-Law
- (c) Schedule "C" - Cultural Heritage Value or Interest
- (d) Schedule "D" – Photographs

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

**SCHEDULE “A” – Legal Description of the Property**

Legal Description: LOT 5, PLAN 451(4th); LONDON

PIN: 08374-0082 (LT)

LRO No.: 33 (Middlesex County)

Municipal Address: 39 Carfrae Street, London, Ontario

**SCHEDULE "B" – Authorizing By-law**  
Copy of Authorizing By-law to be inserted



## **SCHEDULE “C” – Cultural Heritage Value or Interest**

### **Description**

The property at 39 Carfrae Street, the Building known as Carfrae Cottage, is located on the south side of Carfrae Street between Ridout Street South and Carfrae Crescent. Carfrae Street is the first street south of the South Branch of the Thames River, with views of the river from the property’s doorstep. The rear of the property fronts Ardaven Place.

The property is located in the former Westminster Township, now City of London. The property is in the Old South neighbourhood.

### **Statement of Cultural Heritage Value or Interest**

Carfrae Cottage property, 39 Carfrae Street, is of significant cultural heritage value or interest for its physical or design values, its historical and associative values, and its contextual values.

Built circa 1860, Carfrae Cottage is an early example of traditional Ontario Cottage architecture in both style and type. The Ontario Cottage type is demonstrated in the well proportioned, balanced composition of the building with its central doorway flanked by evenly spaced windows, a wood shingle hipped roof accented by a gable dormer over the front doorway. The classic simplicity of the three-bay design is a type that is replicated throughout southern Ontario but well executed at Carfrae Cottage. Carfrae Cottage demonstrates elements of the Gothic Revival architectural style, in a modest and subdued way reflecting its context and period, particularly in the window labels, pierced decorative bargeboard, and primitive pointed attic window. These elements demonstrate a high degree of craftsmanship reflective of the property’s historical or associative values.

Carfrae Cottage was built by Robert Carfrae (1804-1881), who was born in Leith, Scotland and trained as a carpenter. He came to London from Toronto (York) in 1827 to help build the old London District (Middlesex County) Court House. In 1834, Robert Carfrae received a grant of 24 acres on the east side of Wortley Road, which included much of the area of present Carfrae Street and Carfrae Crescent, from the Crown. At the time of his death, Robert Carfrae was the oldest inhabitant of London and had become quite prosperous through land speculation. The property went to his wife, Sara, who lived there until her death in 1902. Although the size of the property was much reduced, the house remained with the family descendants until 1944. The property has direct associations with Robert Carfrae, who is significant to the early building and development of London. The property also demonstrates the work of Robert Carfrae, a builder, who is significant to London through his role in the construction of the Court House.

Carfrae Cottage was preserved under the stewardship of Julia (1928-2012) and Alan (1928-2020) Beck during their ownership of the property from 1998 until 2021. As one of the earliest extant buildings in the area, Carfrae Cottage is important in defining the character of the area. The original land grant to Robert Carfrae provide the namesake of Carfrae Street, Carfrae Crescent, and Carfrae Park - East which demonstrate the historical links of the property to its surroundings. As an early building, it differs from nearby and adjacent structures in material, form, style and siting on the property which distinguishes the heritage character of the property.

Heritage attributes which contribute to the cultural heritage value or interest of the property at 39 Carfrae Street, Carfrae Cottage are:

- The form, scale, and massing of the one-and-a-half storey cottage building
- The location of the building on the property, contrasting to adjacent properties and emphasizing the setback of the north façade from Carfrae Street
- Rectangular in footprint of the dwelling with a rear kitchen wing or ell
- Rubble stone foundation
- Hipped roof, clad in wood shingles

- Sloped, painted wood soffit of the roof
- Pair of reconstructed chimneys with parged finish; one on the east slope and one on the west slope of the roof with a symmetrical, balanced composition
- Traditional stucco parging (cementitious smooth textured exterior 'stucco' finish) over double brick wall construction
- On the north façade,
  - Symmetrical arrangement of the front (north) façade, with a central doorway flanked by two windows
  - Single leaf, painted wood door with two long panels (which is believed to be original to the house), set in a rectangular opening with rectangular sidelights to both sides, a panelled dado below, and a rectangular transom. The sidelights and transom feature stained glass in repetitive geometric patterns with coloured and textured glass. The doorway is recessed in the façade with a plain reveal. The door opening is framed by pilasters with a Gothic point, with entablature supporting the architectural framework of the doorway
  - The simple form of the painted wood porch over the front doorway, which fails to detract from the original structure, with a cedar shingle gable roof, supported by a plain frieze and boxed piers with simple capital and base details
  - The porch base is clad in stone and connects to a concrete path which leads to the sidewalk of Carfrae Street and is flanked to both sides by lawn/garden and parallel to the single width driveway along the westerly property line
  - The painted wood double hung front (north) façade windows with six-over-six glazing pattern, which is duplicated in the matching painted storm windows and adapted with the louvered shutter detail in the top lites of the storm window
  - The louvered painted wood shutters of the front (north) façade windows
  - The painted wood labels over the front (north) façade windows and wood sills
  - Central gable dormer on the front (north) façade with a primitive Gothic pointed wood window with matching storm window
  - Decorative wood bargeboard on the central gable dormer
  - The Scotch thistle, affixed at the top of the gable, was reputedly placed there by Archie McCulloch, property owner of Carfrae Cottage (1944-1972), who received it from Queen Elizabeth during WWII along with other officers at Castle Mey, Scotland
- On the west façade
  - The painted wood French doors and painted wood storm doors in the northerly opening which retains its cast sill as an indication of the former verandah of Carfrae Cottage. The doorway has a keystone in the parging
  - The painted wood six-over-six shingle hung window with storm windows that replicate the six-over-six fenestration. The window opening has a keystone in the parging and a wood sill
- On the south (rear) façade
  - The two twelve-over-twelve painted wood windows with storm windows which replicate the twelve-over-twelve fenestration and wooden sills
  - Doorway, with wood door and storm door
  - The kitchen wing with two-over-two painted wood window and storm window
  - Awning over the kitchen doorway, a later but sympathetic addition
  - Painted wood kitchen door, with nine lights and X-pattern panelling below and painted wood storm door
  - Shed style dormer with painted battens over an exterior parged finish, and a pair of window openings

- Six-over-six painted wood window on the south façade of the kitchen ell with a matching wood storm window and wood sill
- On the east façade
  - The undivided hung painted wood kitchen window and matching storm window with wood sill
  - The bathroom window with patterned glass in the lower lite and clear glass in the upper lite of the hung window with a storm window and wood sill
  - Six-over-six painted wood window with matching storm windows and a wood sill that has been clad with aluminum
  - Six-over-six double hung painted wood window with matching storm window and wood sill
- On the interior,
  - The plan of the Centre hallway, “east parlour”, and “west” parlour”
  - The Centre hallway, accessed via the front doorway, with painted wood baseboards, painted wood casing, and crown moulding
  - The “east parlour” with the original fireplace mantle and tile surround, painted wood baseboard, painted wood window and door casings, and painted wood panelling below the windows
  - The “west parlour” with sympathetic fireplace mantle and tile surround, painted wood baseboard, painted wood window and door casings, and painted wood panelling below the windows
- Paint colour is not regulated.



**SCHEDULE “D” – Photographs**  
Photographs



*Image 1: Photograph of Carfrae Cottage in 1988 at the time of its designation pursuant to Section 29 of the Ontario Heritage Act.*



*Image 2: Photograph of Carfrae Cottage on July 21, 2015.*





*Image 3: View of the property at 39 Carfrae Street, looking south to the front (north) facade of Carfrae Cottage.*



*Image 4: View of Carfrae Cottage, looking southeast from the northwest corner of the property at 39 Carfrae Street.*





*Image 5: View to the east of the property at 39 Carfrae Street, showing the properties at 41 Carfrae Street and 43 Carfrae Street.*



*Image 6: View to the west of the property at 39 Carfrae Street, showing the property at 35 Carfrae Street.*





*Image 7: Photograph showing an example of the rubble stone foundation construction of Carfrae Cottage, as seen in the basement.*



*Image 8: Photograph of the west chimney, as seen from Carfrae Street.*





*Image 9: Photograph of the east chimney, as seen from Carfrae Street.*



*Image 10: Photograph showing the sloped, painted wood soffit of the roofline.*





*Image 11: Photograph, showing a representative example, of the traditional stucco parging (cementitious smooth textured exterior 'stucco' finish) over the double brick construction of Carfrae Cottage.*



*Image 12: Photograph showing the front doorway with single leaf, painted wood door with two long panels (which is believed to be original to the house), set in a rectangular opening with rectangular sidelights to both sides, a panelled dado below, and a rectangular transom. The sidelights and transom feature stained glass in repetitive geometric patterns with coloured and textured glass. The doorway is recessed in the façade with a plain reveal. The door opening is framed by pilasters with a Gothic point, with entablature supporting the architectural framework of the doorway.*





*Image 13: Detail photograph showing the entablature of the doorway with Gothic pointed pilaster, as well as a detail of the stained glass transom.*



*Image 14: Photograph showing the simple form of the painted wood porch over the front doorway, which fails to detract from the original structure, with a cedar shingle gable roof, supported by a plain frieze and boxed piers with simple capital and base details.*





Image 15: Photograph showing the existing condition of the porch base.



Image 16: View showing the easterly window, storm window, shutters, sill, and label on the front (north) façade of Carfrae Cottage.





*Image 17: Photograph showing the westerly front window, storm window, wood shutters, label, and sill of the front (north) façade of Carfrae Cottage.*



*Image 18: View of the central gable dormer on the front (north) facade of Carfrae Cottage with a primitive Gothic pointed wood window and matching storm window. The decorative wood bargeboard of the central gable dormer is also shown, as well as the Scotch thistle.*





*Image 19: View of the west and south facades of Carfrae Cottage, and showing the driveway along the westerly property boundary.*



*Image 20: Photograph of the painted wood French doors and painted wood storm doors in the northerly opening of the west façade, which retains its cast sill as an indication of the former verandah of Carfrae Cottage. The doorway has a keystone in the parging.*





*Image 21: Photograph of the painted wood six-over-six shingle hung wood window with storm windows that replicate the six-over-six fenestration. The window opening has a keystone in the parging and a wood sill.*



*Image 22: View showing the south facade of Carfrae Cottage as well as the kitchen wing.*





*Image 23: Photograph showing the two twelve-over-twelve painted wood windows with storm windows and wooden sills on the south façade of Carfrae Cottage.*



*Image 24: Photograph showing the doorway, with door and storm door, on the south façade of Carfrae Cottage leading into the dining room.*





Image 25: Photograph showing the two-over-two painted wood window and storm window in the kitchen wing.



Image 26: Photograph showing the awning over the kitchen doorway as well as the painted storm door.





Image 27: Photograph showing the painted wood kitchen door, with nine lites and X-pattern panelling below.



Image 28: Photograph of the shed roof dormer on the south façade of Carfrae Cottage.





*Image 29: Photograph of the six-over-six painted wood window on the south façade of the kitchen wing with a matching wood storm window and wood sill.*



*Image 30: View of the south façade of Carfrae Cottage, as seen from the rear (southerly) property boundary along Ardaven Place.*





*Image 31: Showing the junction of the kitchen wing and the house along the easterly façade of Carfrae Cottage.*



*Image 32: Photograph of the bathroom window on the east façade with patterned glass in the lower lite and clear glass in the upper lite of the hung window with a storm window and wood sill.*



*Image 33: Photograph of the six-over-six painted wood window with matching storm windows and an aluminum-clad sill.*



*Image 34: Photograph of the six-over-six double hung painted window with matching storm window and wood sill on the east façade.*





Image 35: Photograph showing the Centre hall, looking towards the front doorway of Carfrae Cottage. Note the baseboards, casing, and crown moulding.



Image 36: Photograph showing the Centre hall, looking south towards the rear of Carfrae Cottage.





Image 37: Photograph showing the fireplace mantle and tile surround of the "east parlour."



Image 38: Photograph showing an example of the baseboards and casing of the "east parlour".





Image 39: Photograph showing the fireplace mantle and tile surround of the "west parlour."



Image 40: Photograph showing the French Doors in the "west parlour" of Carfrae Cottage. See Image 20 for exterior view of the French Doors.



## **Heritage Planners' Report to LACH: March, 10 2021**

1. Heritage Alteration Permits processed under Delegated Authority By-law:
  - a) 51 Albion Street (B/P HCD): porch replacement
  - b) 353 Richmond Street (Part IV & Downtown HCD): handrail replacement
  
2. Ontario Heritage Conference – Ontario Heritage Conference 2023 awarded to London

## **Upcoming Heritage Events**

# NOTICE OF PLANNING APPLICATION

## Zoning By-Law Amendment

### 192-196 Central Ave, 193-197 Central Ave, & 200 Albert St



**File: TZ-9316**

**Applicant: Farhi Holdings Corporation**

#### What is Proposed?

Zoning amendment to allow:

- The continued use of the existing surface commercial parking lots for an additional three (3) years through an extension of the Temporary (T-70) Zone



## LEARN MORE & PROVIDE INPUT

Please provide any comments by **March 24, 2021**

Catherine Maton

[cmaton@london.ca](mailto:cmaton@london.ca)

519-661-CITY (2489) ext. 5074

Development Services, City of London

300 Dufferin Avenue, 6<sup>th</sup> Floor,

London ON PO Box 5035 N6A 4L9

[london.ca/planapps](https://london.ca/planapps)

You may also discuss any concerns you have with your Ward Councillor:

Councillor Arielle Kayabaga

[akayabaga@london.ca](mailto:akayabaga@london.ca)

519-661-CITY (2489) ext. 4013

**If you are a landlord, please post a copy of this notice where your tenants can see it.  
We want to make sure they have a chance to take part.**



# Application Details

## Requested Zoning By-law Amendment

To change the zoning by amending the temporary use provisions of the existing Residential R10/Office Residential/Temporary (R10-4\*H26/OR5\*D303\*H26/T-70) Zone at 192-196 Central Avenue, Holding Residential R3/Residential R4/Residential R8/Office Conversion/Restricted Office/Temporary (h-5\*R3-1/R4-1/R8-4/OC7/RO3/T-70) Zone at 193-197 Central Avenue, and Residential R10/Office Conversion/Temporary (R10-3\*H24/OC7/T-70) Zone at 200 Albert Street to allow the continued use of the existing temporary surface commercial parking lots for an additional three (3) years. Changes to the currently permitted land uses and development regulations are summarized below. The Zoning By-law is available at [london.ca](http://london.ca).

### Current Zoning – 192-196 Central Avenue

**Zone:** Residential R10/Office Residential/Temporary (R10-4\*H26/OR5\*D303\*H26/T-70) Zone

**Permitted Uses:** Apartment buildings; lodging house class 2; senior citizens apartment buildings; handicapped persons apartment buildings; continuum-of-care facilities; office apartment buildings; group home type 2; offices; medical/dental offices; business service establishments; day care centres; emergency care establishments; personal service establishments; restaurants, eat-in; retail stores; studios

**Special Provision(s):** None

**Residential Density:** 303 units per hectare

**Height:** 26 metres

**Temporary Zone:** T-70 allows for the use of a surface commercial parking lot expiring on October 30, 2020

### Current Zoning – 193-197 Central Avenue

**Zone:** Holding Residential R3/Residential R4/Residential R8/Office Conversion/Restricted Office/Temporary (h-5\*R3-1/R4-1/R8-4/OC7/RO3/T-70) Zone

**Permitted Uses:** Single detached dwellings; semi-detached dwellings; duplex dwellings; triplex dwellings; converted dwellings; fourplex dwellings; street townhouse dwellings; apartment buildings; handicapped person's apartment buildings; lodging house class 2; stacked townhousing; senior citizen apartment buildings; emergency care establishments; continuum-of-care facilities; business service establishments; dwelling units; medical/dental offices; offices; personal service establishments; restaurants, eat-in; studios; financial institutions; day care centres; retail stores

**Special Provision(s):** None

**Temporary Zone:** T-70 allows for the use of a surface commercial parking lot expiring on October 30, 2020

### Current Zoning – 200 Albert Street

**Zone:** Residential R10/Office Conversion/Temporary (R10-3\*H24/OC7/T-70) Zone

**Permitted Uses:** Apartment buildings; lodging house class 2; senior citizens apartment buildings; handicapped persons apartment buildings; continuum-of-care facilities; business service establishments; dwelling units; medical/dental offices; offices; personal service establishments; restaurants, eat-in; studios; financial institutions

**Special Provision(s):** None

**Height:** 24 metres

**Temporary Zone:** T-70 allows for the use of a surface commercial parking lot expiring on October 30, 2020

### Requested Zoning

**Zone:** Residential R10/Office Residential/Temporary (R10-4\*H26/OR5\*D303\*H26/T-70) Zone at 192-196 Central Avenue, Holding Residential R3/Residential R4/Residential R8/Office Conversion/Restricted Office/Temporary (h-5\*R3-1/R4-1/R8-4/OC7/RO3/T-70) Zone at 193-197 Central Avenue, and Residential R10/Office Conversion/Temporary (R10-3\*H24/OC7/T-70) Zone at 200 Albert Street

**Permitted Uses:** No changes to the range of permitted uses are proposed

**Special Provision(s):** None

**Residential Density:** No changes to the existing density permissions are proposed

**Height:** No changes to the existing height permissions are proposed

**Temporary Zone:** T-70 request for an extension to allow continued use of the existing surface commercial parking lots for an additional three (3) years

### Planning Policies

Any change to the Zoning By-law must conform to the policies of the Official Plan, London's long-range planning document. These lands are currently designated as Multi-Family, High Density Residential in the 1989 Official Plan, which permits a broad range of low and high-rise

apartment buildings, apartment hotels, multiple-attached dwellings, emergency care facilities, nursing homes, rest homes, homes for the aged, and rooming and boarding houses as the main uses.

192-196 Central Avenue and 193-197 Central Avenue are in the Neighbourhoods Place Type in The London Plan, permitting a range of residential uses from single detached dwellings to fourplexes, stacked townhouses and low-rise apartments, home occupations, group homes, and small-scale community facilities. 200 Albert Street is in the Rapid Transit Corridor Place Type in The London Plan, permitting a range of residential, retail, service, office, cultural, recreation and institutional uses.

## How Can You Participate in the Planning Process?

You have received this Notice because someone has applied to change the Official Plan designation and the zoning of land located within 120 metres of a property you own, or your landlord has posted the notice of application in your building. The City reviews and makes decisions on such planning applications in accordance with the requirements of the Planning Act. The ways you can participate in the City's planning review and decision making process are summarized below.

### See More Information

You can review additional information and material about this application by:

- Contacting the City's Planner listed on the first page of this Notice; or
- Viewing the application-specific page at [london.ca/planapps](http://london.ca/planapps)
- Opportunities to view any file materials in-person by appointment can be arranged through the file Planner.

### Reply to this Notice of Application

We are inviting your comments on the requested changes at this time so that we can consider them as we review the application and prepare a report that will include Development Services staff's recommendation to the City's Planning and Environment Committee. Planning considerations usually include such matters as land use, development intensity, and form of development.

### Attend a Future Public Participation Meeting

The Planning and Environment Committee will consider the requested Official Plan and zoning changes on a date that has not yet been scheduled. The City will send you another notice inviting you to attend this meeting, which is required by the Planning Act. You will also be invited to provide your comments at this public participation meeting. A neighbourhood or community association may exist in your area. If it reflects your views on this application, you may wish to select a representative of the association to speak on your behalf at the public participation meeting. Neighbourhood Associations are listed on the [Neighbourgood](http://Neighbourgood) website. The Planning and Environment Committee will make a recommendation to Council, which will make its decision at a future Council meeting.

## What Are Your Legal Rights?

### Notification of Council Decision

If you wish to be notified of the decision of the City of London on the proposed zoning by-law amendment, you must make a written request to the City Clerk, 300 Dufferin Ave., P.O. Box 5035, London, ON, N6A 4L9, or at [docservices@london.ca](mailto:docservices@london.ca). You will also be notified if you speak to the Planning and Environment Committee at the public meeting about this application and leave your name and address with the Secretary of the Committee.

### Right to Appeal to the Local Planning Appeal Tribunal

If a person or public body would otherwise have an ability to appeal the decision of the Council of the Corporation of the City of London to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the City of London before the proposed official plan amendment is adopted, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of London before the proposed official plan amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

For more information go to <https://olt.gov.on.ca/contact/local-planning-appeal-tribunal/>.



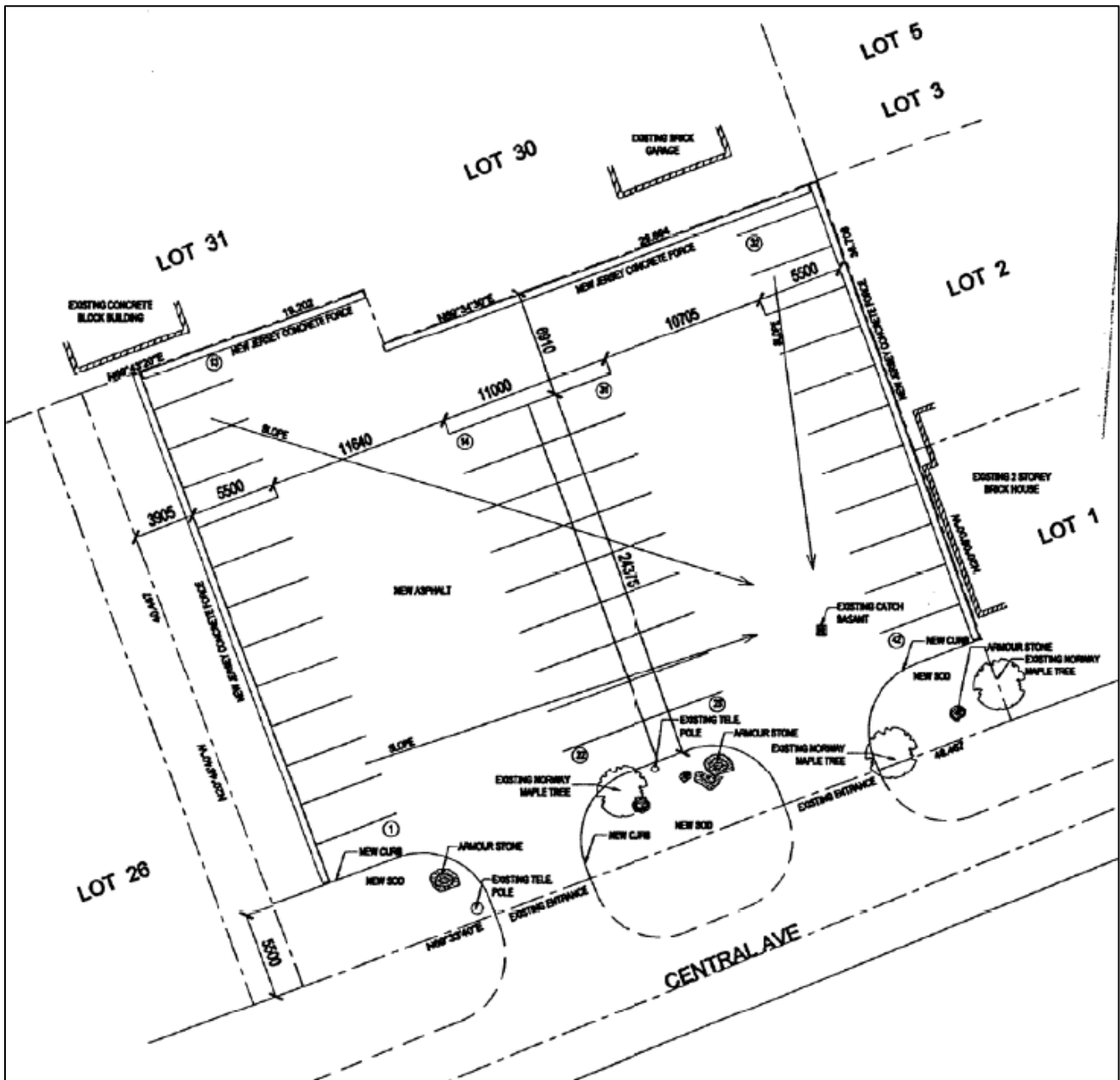
## Notice of Collection of Personal Information

Personal information collected and recorded at the Public Participation Meeting, or through written submissions on this subject, is collected under the authority of the Municipal Act, 2001, as amended, and the Planning Act, 1990 R.S.O. 1990, c.P.13 and will be used by Members of Council and City of London staff in their consideration of this matter. The written submissions, including names and contact information and the associated reports arising from the public participation process, will be made available to the public, including publishing on the City's website. Video recordings of the Public Participation Meeting may also be posted to the City of London's website. Questions about this collection should be referred to Cathy Saunders, City Clerk, 519-661-CITY(2489) ext. 4937.

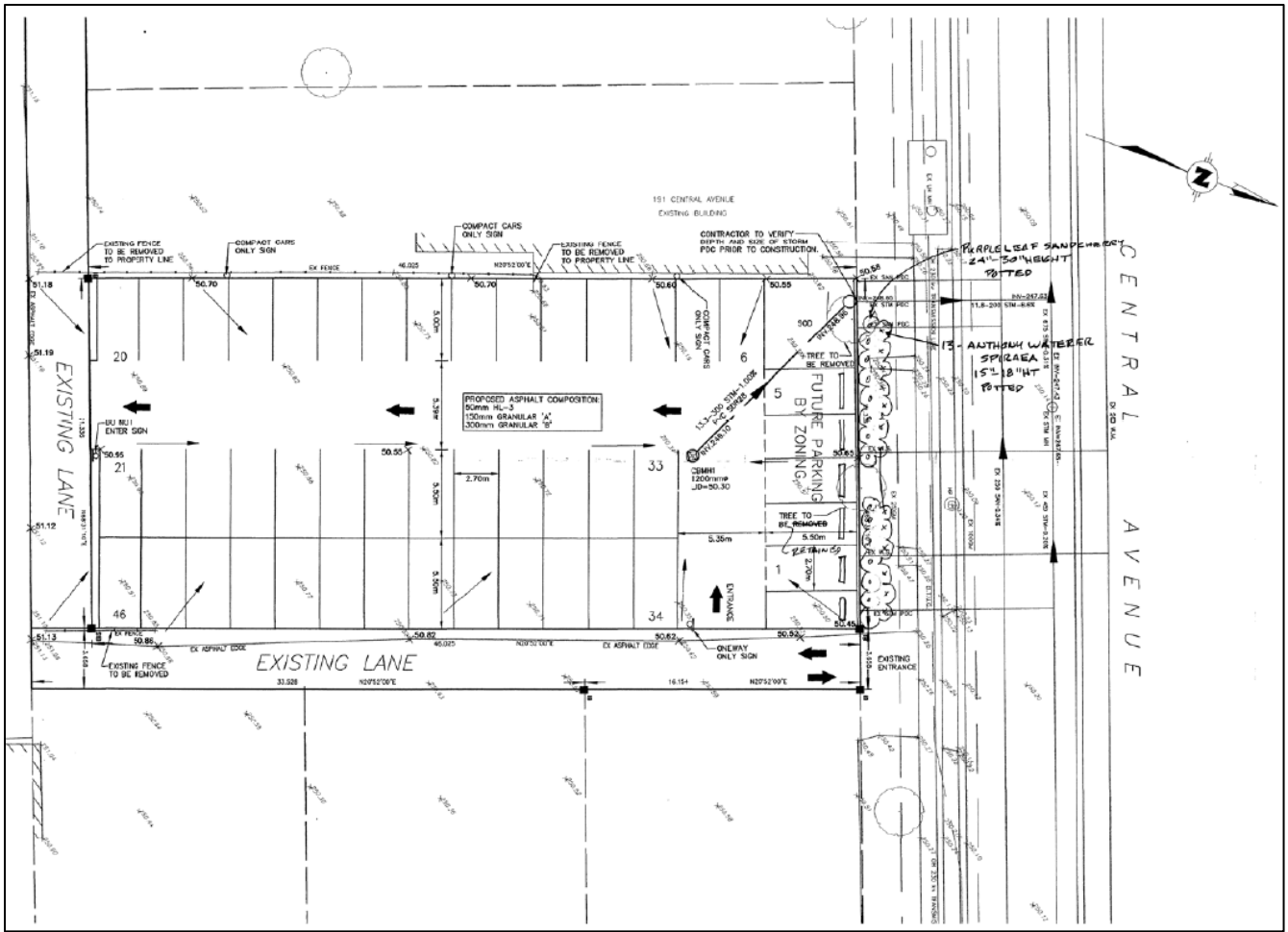
## Accessibility

Alternative accessible formats or communication supports are available upon request. Please contact [developmentsservices@london.ca](mailto:developmentsservices@london.ca) for more information.

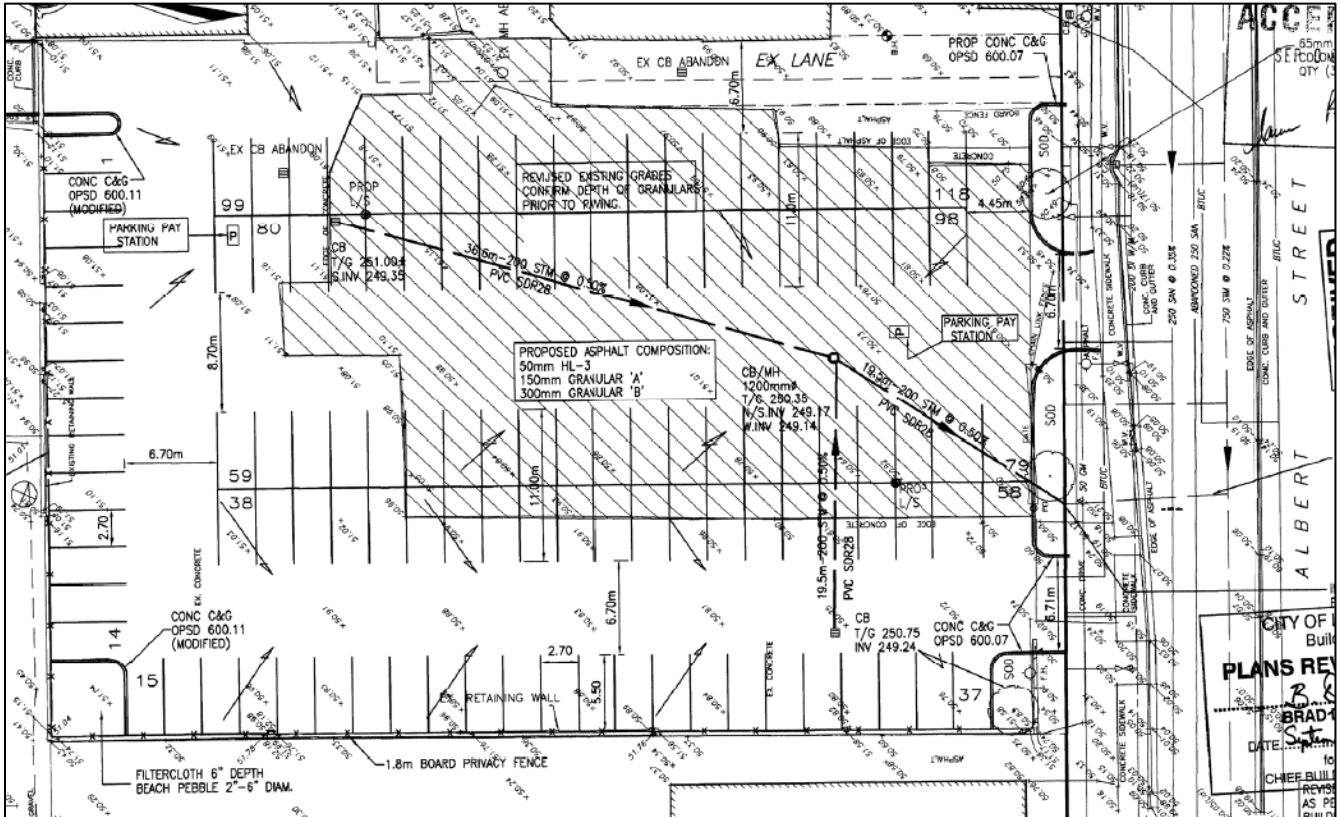
## Site Concept



Site Concept Plan – 192-196 Central Avenue



Site Concept Plan – 193-197 Central Avenue



Site Concept Plan – 200 Albert Street

The above images represent the applicant's proposal as submitted and may change.