# An informational update!

# Heritage Easement 39 Carfrae Street

Truthful, Accurate, Factual



- "Heritage easement agreements provide the highest level of protection..."
- "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."
- "...establish *requirements for maintaining* a property, or specific features or attributes of a property."
- "...other requirements, such as *insurance*, can be included within a heritage easement agreement."

# The Easement can be divided into three basic sections.

Section One - Framework

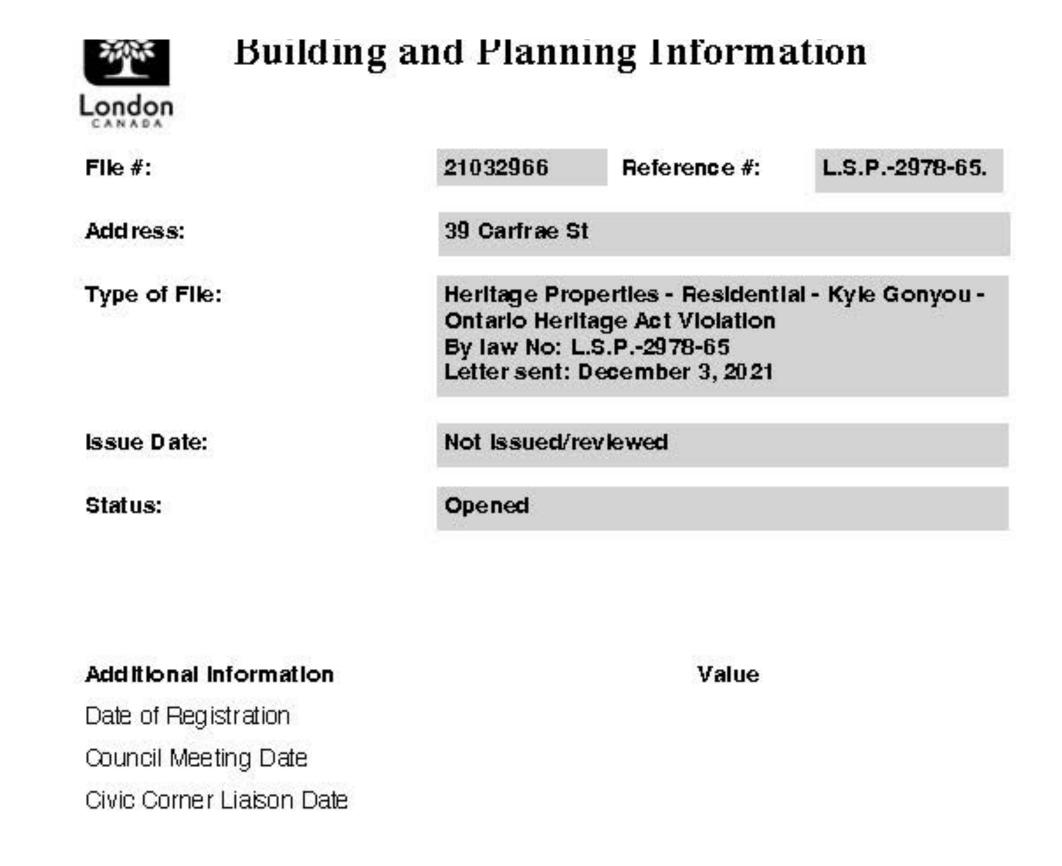
Section Two - Heritage Attributes - Schedule 'C'

**Section Three - Photos** 

# Experiences of an owner trying to exist with the current Heritage Easement

## Heritage Violation posted publicly Dec 3, 2021

- Notified by the City, Feb 2, 2022
- The restoration of the white picket fence
- The picket fence is not included in the Statement of Cultural Heritage Value or Interest - Schedule 'C'
- Mr. Greg Barrett letter September 16, 2022 states, "The Owner shall not, ..... 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..."



# We already had a picket fence!



• The *existing* picket fence was not in great shape with many sections missing

# So why the registered violation?

 "Section 2.8 No Act of Waste - The Owner shall not erect or permit any act of waste on the Property. In particular, the Owner shall not, except with the prior written approval of the City: (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."



February 2, 2022

David Christopher Caloren 39 Carfrae Street London, ON N6C 1G1

Hand Delivered

Dear David Christopher Caloren,

The property at 39 Carfrae Street is protected by a Heritage Easement Agreement pursuant to Section 37(1), *Ontario Heritage Act*. The Heritage Easement Agreement prevails over the property's heritage designating by-law, By-law No. L.S.P.-3978-65. The Heritage Easement Agreement is registered on the title of the property.

The Heritage Easement Agreement articulates your responsibilities as the owner of the property at 39 Carfrae Street.

Please provide to the City a letter or certificate, in a form and from an insurance company, agent, or broker, of insurance coverage for the property pursuant to Section 2.2 of the Heritage Easement Agreement.

Section 2.8.f of the Heritage Easement Agreement requires "prior written approval of the City" to "erect or remove or permit the erection or removal of any... fence... of any type whatsoever on the Property..." It has been brought to the City's attention that a fence has been erected on the property. No such prior written approval from the City has been sought. Please seek the necessary approval, in the form of a Heritage Alteration Permit, from the City per the requirements of the Heritage Easement Agreement. Please provide your remedy, in writing, within thirty (30) days.

As previous efforts to contact you via registered mail have been unclaimed, this letter will be personally delivered. Please advise in writing if you prefer to receive correspondence at a different address.

Sincerely

Kyle Gonyou, CAHP Heritage Planner

kgonyou@london.ca 519-661-CITY(2489) x5344

Enclosure

Heritage Easement Agreement
Heritage Alteration Permit application



300 Dufferin Avenue P.O. Box 5035 London, ON N6A 4L9

June 6, 2022

Jeff Gard 205 Victoria Street London, ON N6A ZB9 jeff@jeffgard.ca

by Mail and Email

Dear Jeff Gard,

The City has reviewed the information submitted by you as a Heritage Alteration Permit application for the alterations completed to the property at 39 Carfrae Street, which is subject to a Heritage Easement Agreement. The City has now received the Heritage Alteration Permit application as complete.

Pursuant to Section 2.8 of the Heritage Easement Agreement, prior written approval of the City was required to erect, or permit the erection of a fence, on the property. No such prior written approval was obtained. However, your Heritage Alteration Permit application seeks retroactive approval of the fence. As the fence has not caused damage to the building or otherwise negatively affect its cultural heritage value, consistent with Section 2.8(f) of the Heritage Easement Agreement, approval of the fence is hereby provided.

The City has accepted the insurance policy information provided by you in accordance with Section 2.2 of the Heritage Easement Agreement.

Please ensure that any future necessary approvals as required by the Heritage Easement Agreement are obtained in advance of undertaking any alterations to the property at 39 Carfrae Street.

Thank you for your stewardship of this significant heritage property.

Yours truly,

Jáná Kelemen, M.Sc.Arch., MUDS, MCIP, RPP

/Manager, Urban Design and Heritage

# In the spirit of cooperation, we submitted a Heritage Alteration Permit Application

Our white picket fence was approved on June 6, 2022.

"As the fence has not caused damage to the building or otherwise negatively affect its cultural heritage value...."

# Part of the violation included the claim that the proper form for insurance was not submitted.

This is the form that I have been requested to complete, by the Heritage Department

However, this form is not appropriate.

I am not a City property.

This is my personal property.



#### Certificate of Insurance - Standard

London

This is to certify that the Insured named below is insured as described:

,	*** This form must be comp Note: Proof of liability insur					
Named Insured				E-mail address	S	
Insured's address (s	street name, city, province and postal code)			Telephone nur	mber	Fax number
Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month		Expiry Date ear Month Day	Limits of Liability (bodily injury & property damage - inclusive)
Commercial General Liability						S Aggregate
Umbrella Excess						Occurrence \$ Aggregate
Other (Explain.)						\$ Occurrence
						Aggregate \$
Corporation, N Service, West have been add If cancelled or	RATION OF THE CITY OF LONG Museum London o/b London Regern Fair Association, Housing Eded as an additional Insured but this certificate, thirty (30) days	egional Art & Histo Development Corp It only with respect yould affect the Cit	rical Museums, L oration, London a to their interest i y of London or of	ondon Pul and Londo in the oper ther sched	blic Library Bo n & Middlesex ations of the N uled additiona	ard, London Police Community Housing Named Insured. Il Insured for any reason,
Office location: Mailing address:  The Corporation of the City of London Attention: Risk Management Division 520 Wellington Street, Unit 1 P O Box 5035 London, ON N6A 4L9		Fax: 519 661-4631 E-mail: certificates@london.ca				
Motor vehicle liability	Insurance Company	Policy Number	Effective Date		y Date	Limits of Liability
This is to certi above and are This certificate	fy that the Policies of Insurance in force at this time.  e is executed and issued to the company or broker (completing form)	e as described abo	ve have been iss	sued by the	e undersigned he day and da	to the Insured named ate herein written.
Name of authorized	representative or official (Please print.)	E-mail address	E-mail address			
Signature of authori	zed representative or official				Date (Y	YYY-MM-DD)

# l am totally confused

- planting trees, shrubs, or vegetation (Section 2.8 e) Easement states Approval required
   City says no approval required
- installing stone terrace (Section 2.8 c) Easement states Approval required City says
   no approval required
- restoring / repairing the thistle (Schedule 'C' Cultural Heritage Value or Interest) Easement states Approval required City says no approval required
- restoring / replacing wood finial (Schedule 'C' Cultural Heritage Value or Interest) Easement states Approval required City says no approval required
- restoring / replacing white picket fence (Section 2.8 f) Easement states nothing about restoring / replacing only erect or remove and only if negatively affects Cultural Heritage Value or Interest - City approval required

## Section Two - Heritage Attributes - Schedule 'C'

After being so confused by the City's interpretation of the Easement, my lawyer Elizabeth Cormier requested a meeting with Greg Barrett to discuss the Easement and the Heritage Attributes on Schedule 'C'. Specifically the kitchen door, the two fireplaces, the thistle, the roof, the porch, but also the many more misleading or incorrect descriptions.

A meeting was finally set for August 17, 2022

The meeting was cancelled the evening prior on August 16, 2022 without any explanation.

#### Letter dated September 16th, 2022

September 16, 2022

Jeff Gard 205 Victoria Street London, ON N6A 2B9 jeff@jeffgard.ca

By Registered Mail, Regular Mail, and E-Mail

Dear Jeff Gard.

As you know, the property at 39 Carfrae Street is protected by a Heritage Easement Agreement pursuant to Section 37(1), Ontario Heritage Act.

A complaint has been received regarding alterations to the interior of the building at 39 Carfrae Street, including the removal of the tile surround from the fireplace in the "east parlour" and removal of the tile surround and mantlepiece from the fireplace in the "west parlour." Images obtained by the City provide evidence of these alterations. These features are identified as heritage attributes in By-law No. L.S.P.-2978-65 as well as the "Statement of Cultural Heritage Value or Interest" in Schedule C of the Easement Agreement and depicted in Images 37-38 and Image 39 of Schedule D of the Easement Agreement.

Section 2.1 of the Heritage Easement Agreement states,

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.

No approval was obtained from the City prior to these alterations being completed. As a result, you are hereby provided notice that you are in breach of the requirements of the Easement Agreement. If by October 31, 2022, you have not restored the specified alterations and provided the City proof of same or made other arrangements satisfactory to the City for remedying this breach, the City may enter upon the property without further notice and carry out the obligations outstanding in accordance with Section 2.9 of the Easement Agreement and Section 446 of the *Municipal Act, 2001*.

The City will recover from you any expenses we incur to remedy your default. Our estimated maximum costs of remedying the breach are \$3,100.00 + HST. This amount reflects our assumption that the removed tile surrounds and mantlepiece remain intact and available for reinstall, and that the City's entry on the property will be on consent without the need for security personnel. Should these assumptions be inaccurate or any further complications arise, the estimated maximum costs shall be subject to change.

Meeting October 3, 2022 with Greg Barrett, Jana Keleman, Sachit Tatavarti, Elizabeth Cormier, Alison Mason

My slide presentation was 60 minutes long. Greg Barrett took detailed notes and instructed staff to review.

Greg Barrett even commented that it clearly seems based on my presentation that the *City staff made some errors.* 

I left the meeting relieved, finally we were making some head way.

Only to be disappointed. More delays by the City, then more letters with demands to be addressed within a short time frame.

Both Greg Barrett and Jana Keleman left the employment of City of London.

June 20, 2023

VIA EMAIL

Elizabeth Cormier Professional Corporation 100-140 Fullarton Street London, ON N6A 5P2

Dear Ms. Cormier:

Re: 39 Carfrae Street, London

We acknowledge receipt of your Heritage Alteration Permit application related to a roof replacement for 39 Carfrae Street. Please be advised that Planning & Development have expressed concerns with recommending Municipal Council's approval of the permit application as proposed. If the property owner's position is that an asphalt roof replacement is the only practical option, please obtain and provide the following on or before June 30<sup>th</sup>, 2023:

- 1) additional quotations for a wood roof replacement; and
- 2) evidence that alternative roof materials to asphalt have been explored, such as a composite shingle roof.

Further to my email correspondence dated April 3<sup>rd</sup>, 2023, I confirm the property owner has not provided any further particulars with respect to the alleged inaccuracies in the Statement of Cultural Heritage included within the Heritage Easement Agreement registered against the property. We welcome further discussions to amending the existing Statement of Cultural Heritage Value or Interest to address the inaccuracies you have highlighted regarding the descriptions of certain features of the building and the materials used to construct other features.

Nevertheless, it is our position that none of the inaccuracies alleged diminish or otherwise affect the cultural heritage value of the attributes protected under the original designating by-law or the Heritage Easement Agreement. Our position as communicated in the City's letter dated September 16, 2022 (enclosed) remains that the alterations made to the fireplaces in the "east parlour" and west parlour" were unapproved alterations prohibited under the Heritage Easement Agreement and contraventions of Section 33 of the *Ontario Heritage Act*.

The property owners of 39 Carfrae Street are hereby provided notice that they are in breach of the requirements of the Heritage Easement Agreement. If by **Friday**, **August 18**<sup>th</sup>, **2023** the specified alterations have not been remedied and the City provided proof of same, the City reserves the right to take any steps available at law to address this breach without further notice, which include exercising the City's right of entry under the Heritage Easement Agreement and the laying of charges under the *Ontario Heritage Act*.

As previously indicated, our estimated maximum costs of remedying the breach are \$3,100.00 + HST. This amount reflects our assumption that the removed tile surrounds and mantlepiece remain intact and available for reinstall, and that the City's entry on the property will be on consent without the need for security personnel. Should these assumptions be inaccurate or any further complications

## Letter June 20, 2023

Extremely disappointing, complete refusal from City Staff to acknowledge that we have tried many times to have a dialogue.

We have provided detailed particulars to the inaccuracies of the Heritage Easement, now multiple times via zoom meetings / telephone - May 26, 2022 in person meetings - Oct 3, 2022, and written submissions - Nov 4, 2022.

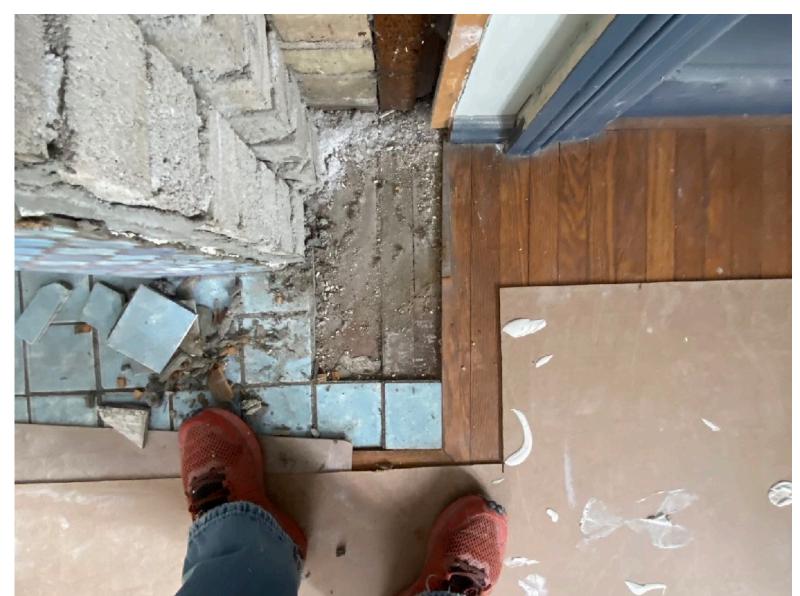
























# Today both fireplaces, meet the require set backs for combustable material and the required size for hearth extensions.

Any changes now requested (June 20, 2023) by the City of London to the fireplaces must be consistent with Heritage legislation and more importantly, *the Ontario Fire Code*. The City of London fire department has confirmed that the materials installed formerly were combustible and did not meet the Fire Code.

<sup>&</sup>quot;...the City may enter upon the property without further notice and carry out the obligations outstanding in accordance with Section 2.9 of the Easement Agreement and Section 446 of the Municipal Act, 2001. The City will recover from you any expenses we incur to remedy your default."







# Roof is Leaking!

PROPOSAL SUBMITTED TO

- the current roof consists of *two layers of asphalt* shingles and one layer of pine shakes so since the early 1960's the roof has been covered in asphalt shingles
- pine shakes are no longer installed due to their poor longevity
- awarded a grant for \$1000 from the London Foundation for Heritage towards the cost of upgrading to a cedar shake roof
- we have received three quotes with some variations of inclusions for a cedar roof \$71,291.70, \$84,727.40 and \$129,522.86
- a composite shingle roof is similar pricing

Mr. & Mrs. Beck		March 27, 2001			
	Carfrae Street	the control of the co			
	olon, Ontario	it illent has at temperature to a way to agree			
N6	C 1G1	Phone - 672-3124			
We hereby submi	t specifications and estimates for:	The same of the sa			
1.	Supply and installation of pine shake roof on main house and modified bitumen membrane roofing in rear upper low slope section.				
	Remove and reinstall finial	Also gable			
	Remove chimney saddles	ends a			
	e in charcoal colour along eaves				
Install pre-finished aluminum trim along gable ends. Paint finish to match fascia.					
	Install 24" wide 26 gauge steel valley				
	Instal! new 24" wide 26 gauge steel "	W" valley irons in charcoal colour.			
	Install pressure treated hard pine shakes with 10" exposure, 18 inch #15 plain felt interlay on top 4" of each course and fastened with galvanized nails.				
	Double shakes on all valleys and eave	es			
	Install sheet lead at compound conjunctions as required.				
	Fill in existing vent holes as required	to ensure vents will fit in roof.			
We Uro	มีมีสัก hereby to furnish material and labour - compl	ete in accordance with above specifications, for the sum of:			
	The state of the s	ote in accordance with above specifications, for the sum of			
Payment to be ma	ade as follows: TERMS: Due when rendered, 2% per mon	th interest on overdue accounts.			
		and the training of the first of the second remains of the			
according to standard p costs will become an e strikes, accidents or de	eed to be as specified. All work to be completed in a workmanlike manner practices. Any alteration or deviation from above specifications involving extra extra charge over and above the estimate. All agreements contingent upon lays beyond our control. Owner to carry fire, windstorm and other necessary are fully covered by Workmen's Compensation Insurance.	Authorized Signature  Mote: This proposal may be withdrawn by us if not accepted within			

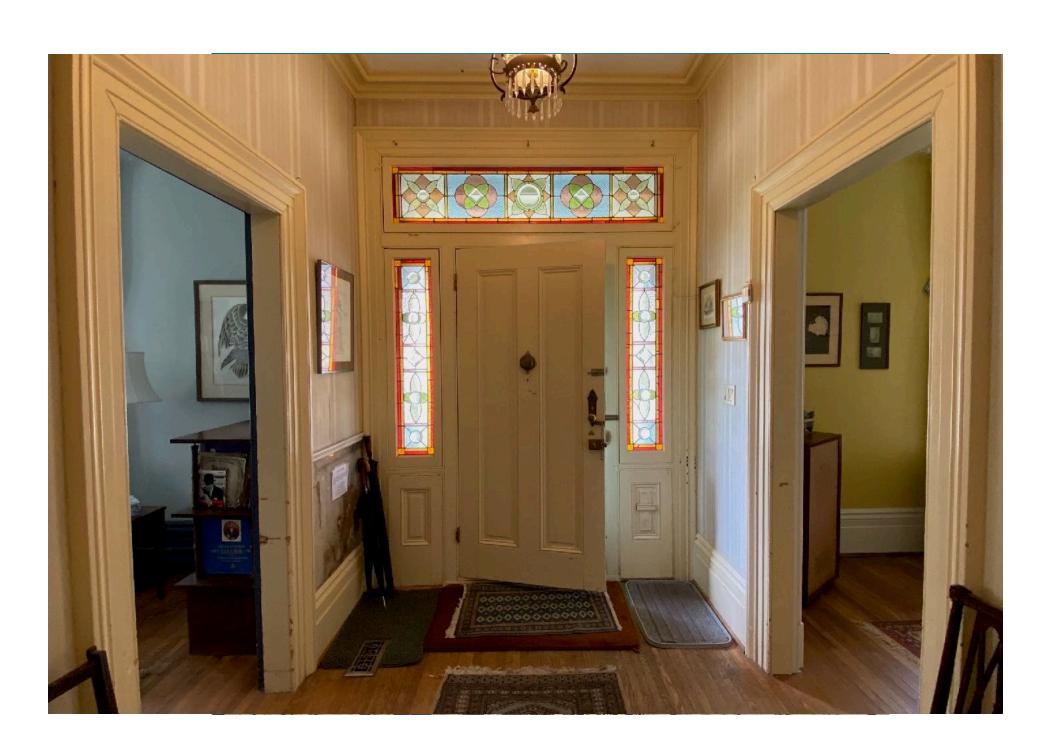
#### Words from the City of London letter dated June 20,2023

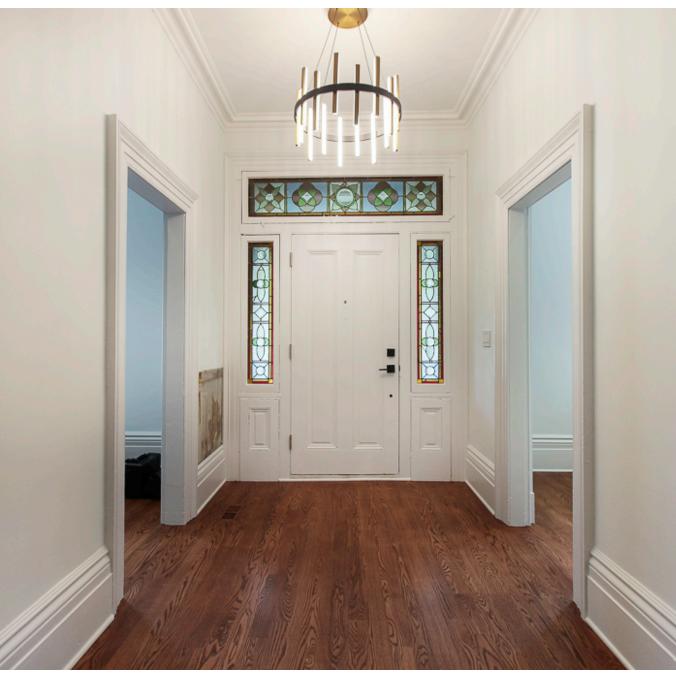
"...it is our position that none of the inaccuracies alleged diminish or otherwise affect the cultural heritage value of the attributes protected under the original designating by-law or the Heritage Easement Agreement."

# Regardless of the facts, what is stated in the Easement and Designation is true!

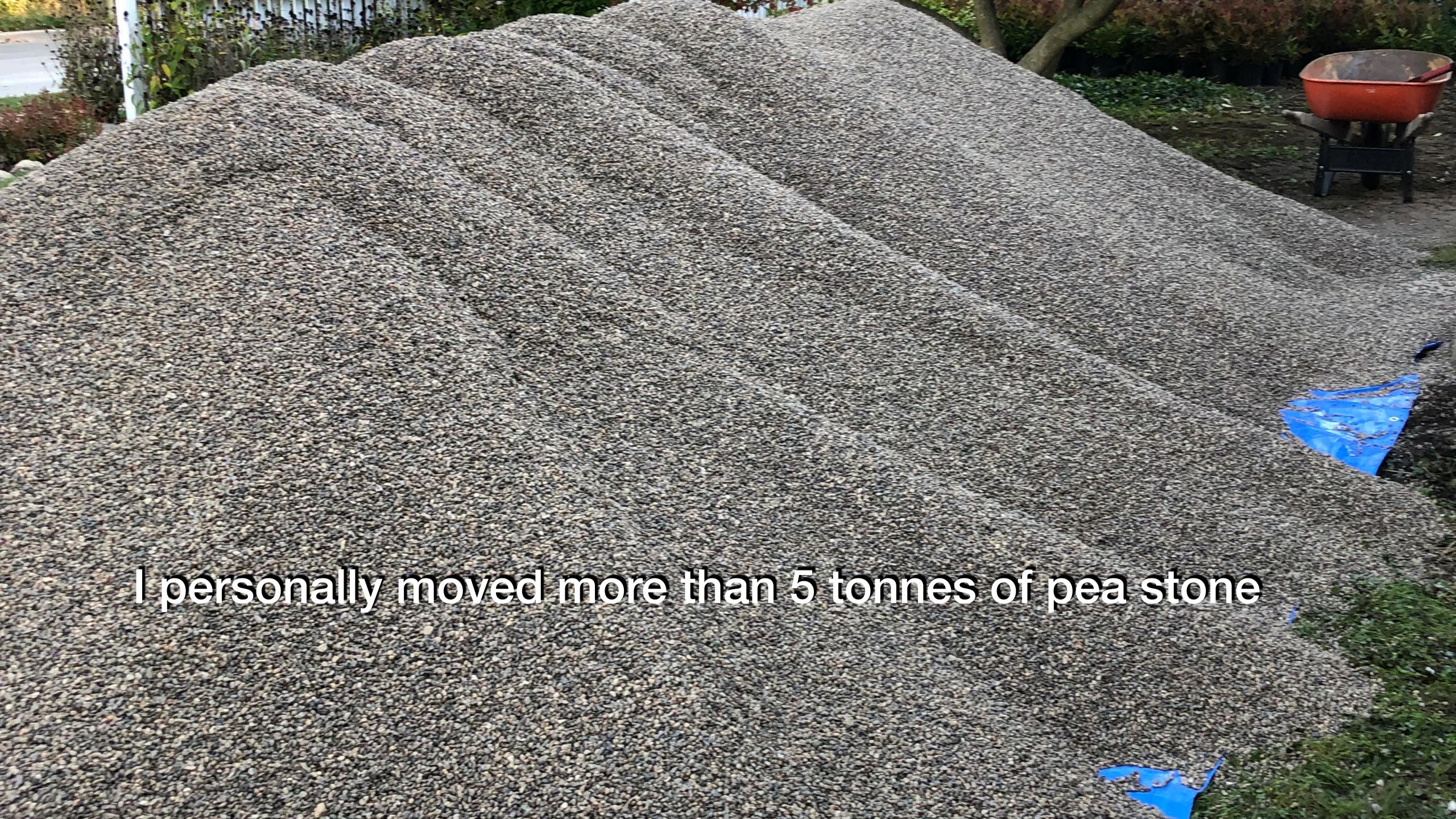
- City claims Cedar = Pine
- City claims Shingles = Shakes
- City claims original features = features installed in 2005, 1999, 1972
- City claims stone = interior slate tiles installed on exterior
- City claims sympathetic = inappropriate proportions
- City claims symmetrical, balanced composition = not really, in fact completely wrong
- City claims Queen's thistle = any reference to the Queen is factually incorrect
- City claims Wood Ceiling = you need to imagine this feature

# Why so passionate?





- This is my retirement home. It is were I was to enjoy a stress free life, puttering around maintaining the house and gardens.
- I personally have spent 1000's of hours restoring this home.



# How can CACP help?

- Protecting inaccurate, undocumented, untrue Heritage raises questions and doubts for all Heritage claims, past and future
- CACP should ask more questions of City Staff and demand truthful, documented facts
- support a new collaborative Easement based on three words.
   The same three words that this presentation started with Truthful, Accurate, Factual

## a fourth word is also required

# Reasonable