



39

Request to *remove Easement*
(By-law No. L.S.P.-3491-144) from title on
39 Carfrae Street, London

Support the creation of a ***new collaborative Easement*** based on documented, truthful facts

***Heritage Easement
needs to be a
Truthful, Accurate, Factual
Document***

**There are multiple issues with the
2021 Easement**

ISSUE 1 - Heritage Violation was Issued Dec 3, 2021

- The restoration of the white picket fence
- The picket fence ***is not included in the Statement of Cultural Heritage Value or Interest***
- Mr. Greg Barrett stated, “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...***”

Confusing!

- 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) - ***City approval required***

We already had a picket fence!



- **existing** picket fence was not in great shape with many sections missing
- not a Cultural Heritage Value or Interest feature
- “...**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.”

ISSUE 2: City Standard Insurance Form is not appropriate - 39 Carfrae Street is not owned 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...



Certificate of Insurance - Standard

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

***** This form must be completed and signed by your insurer or insurance broker. *****
 Note: Proof of liability insurance will be accepted on this form only (with no amendments).

| Named Insured | | | | E-mail address | |
|--|--|---------------|----------------------------------|-------------------------------|--|
| Insured's address (street name, city, province and postal code) | | | | Telephone number | Fax number |
| Type of insurance | Insurance Company (full legal name) | Policy Number | Effective Date Year Month Day | Expiry Date Year Month Day | Limits of Liability (bodily injury & property damage - inclusive) |
| Commercial General Liability | | | | | Occurrence \$ Aggregate \$ |
| <input type="checkbox"/> Umbrella <input type="checkbox"/> Excess | | | | | Occurrence \$ Aggregate \$ |
| Other (Explain.) | | | | | Occurrence \$ Aggregate \$ |

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability: NO or YES... (Limit) _____
 Liquor Liability: NO or \$ YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre o/a RBC Place, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Western Fair Association, Housing Development Corporation, London and London & Middlesex Community Housing have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

Office location: **The Corporation of the City of London**
Attention: Risk Management Division
520 Wellington Street, Unit 1
 Mailing address: **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 | Expiry Date (YYYYMMDD) | Limits of Liability |
|-------------------------|-------------------|---------------|----------------|------------------------|---------------------|
| | | | | | \$ |

Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

| | | |
|---|-------------------|------------------|
| Name of insurance company or broker (completing form) | | Telephone number |
| Address | | Fax number |
| Name of authorized representative or official (Please print.) | E-mail address | |
| Signature of authorized representative or official | Date (YYYY-MM-DD) | |

ISSUE 3:

No response from City how can we “use materials approved by the City”?

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.**

ISSUE 4:

who decides how much is impractical?

no response after 90 days - just demolish?

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.**

ISSUE 5:

Impossible timelines to get Architectural plans and specifications.

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.

ISSUE 6:

City illegally enters property without consent

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.

The Easement does not use words like discuss, collaborate, mediate.

Many requests were made to have 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 misleading or incorrect descriptions.

Meeting October 3, 2022

with City Staff, Greg Barrett, Jana Keleman, Sachit Tatavarti
and my representatives 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.

Many features included in the Cultural Heritage Value or Interest are not based on historical facts

After speaking with the previous owners, Terry West and Mark Defend (1978 - 1986) we learned that the mantle and wood appliqués were installed in 1972 by Marjorie Harvie (1972 - 1978).

The tiles were installed in 1999 by Julia and Alan Beck (1998 - 2021).

The brochure for the London Regional Art Gallery Ontario Cottage Tour 2000 is quoted in the preamble to the Easement and in the Cultural Heritage Value or Interest . Both the brochure and the talking-points sheet for the tour volunteers misrepresented the fireplaces and the Scotch thistle.

“The mantle is probably about 1910, as suggested by its Classical details.”

“At the top of the gable is a Scotch thistle said to have been placed there by Archie McCulloch, who received it from Queen Elizabeth during WWII, along with other officers at Castle May.”

Statements are false!

West Parlour Fireplace





The firebox extension was not tied into the original brickwork - does not meet code.

The hearth extension was only 10" deep - does not meet code.

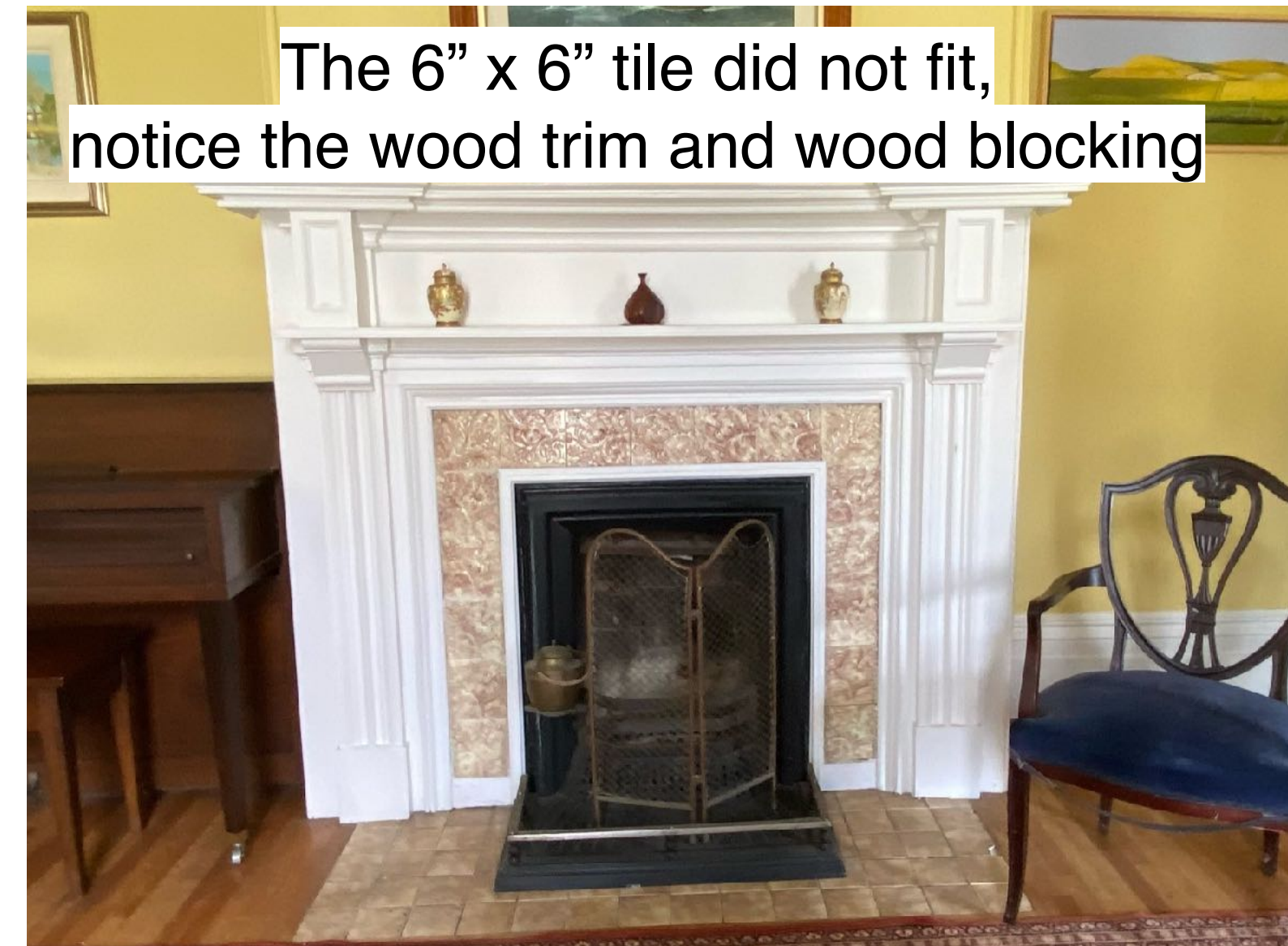


Fireplace installed 1972 - 27 - 12



The hearth tiles were installed over wood - does not meet code.

East Parlour Fireplace



The 6" x 6" tile did not fit, notice the wood trim and wood blocking

The original exposed brick surround is only 3 3/4". The tile will not fit.





Wood trim applied directly against firebox to hold tiles in place - does not meet code



Wood blocking used to fill space where tiles didn't fit - does not meet code



Charred wood trim

I have been trying to protect and preserve my home.

Today both fireplaces meet the required setbacks for combustible material and the required size for hearth extensions under the Ontario Fire Code.

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.

The Scotch Thistle atop wood finial.

Pine shakes in such bad shape exposing home to the elements



Tarred roof shingles with poor flashing detail



Roof is Leaking!

- the current roof system 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

P.O. BOX 24090, LONDON, ONTARIO N6H 5C4 (519) 434-0960 FAX (519) 660-6481

PROPOSAL SUBMITTED TO

Mr. & Mrs. Beck
39 Carfrae Street
London, Ontario
N6C 1G1

March 27, 2001

Phone - 672-3124

We hereby submit specifications and estimates for:

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

Remove chimney saddles

Install custom pre-finished metal edge in charcoal colour along eaves

Install pre-finished aluminum trim along gable ends. Paint finish to match fascia. *Also gable ends*

Install 24" wide 26 gauge steel valley in charcoal colour

Install 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 eaves

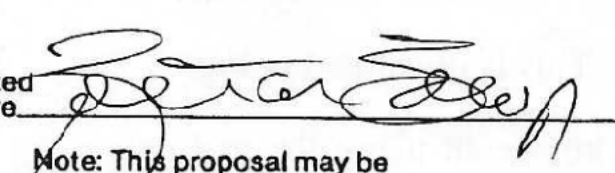
Install sheet lead at compound conjunctions as required.

Fill in existing vent holes as required to ensure vents will fit in roof.

~~We~~ **Propose** hereby to furnish material and labour - complete in accordance with above specifications, for the sum of:

Payment to be made as follows: **TERMS: Due when rendered, 2% per month interest on overdue accounts.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, windstorm and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within _____ days.

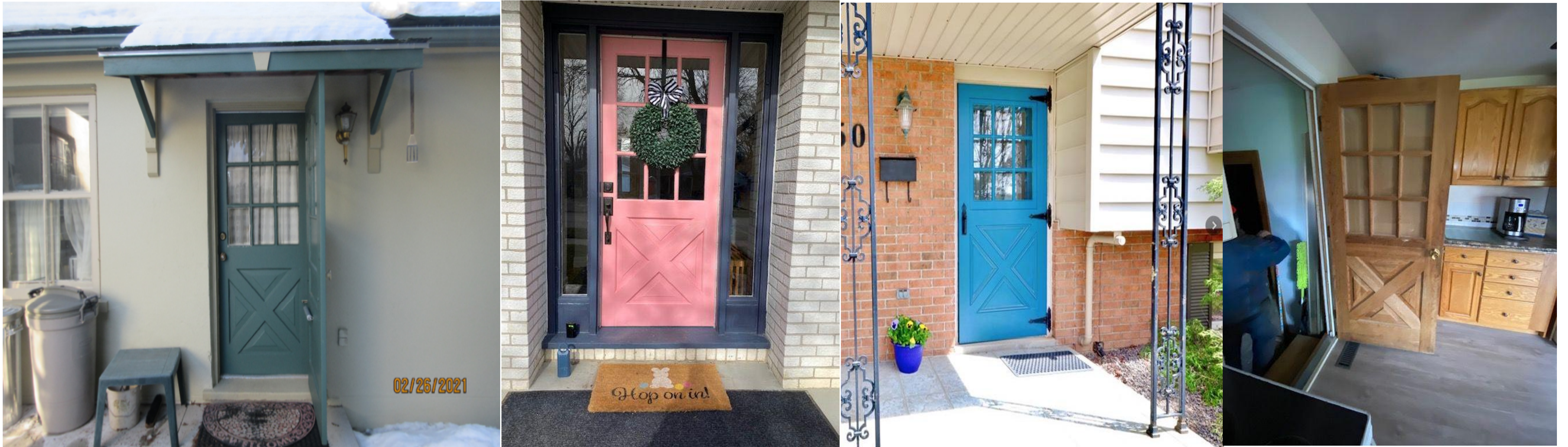


Image 27: Photograph showing the painted wood kitchen door, with nine lites and X-pattern panelling below.

***Kitchen door is not a historical feature.
Common door found throughout Southwestern Ontario.
Installed in 2005 on Carfrae Cottage.***

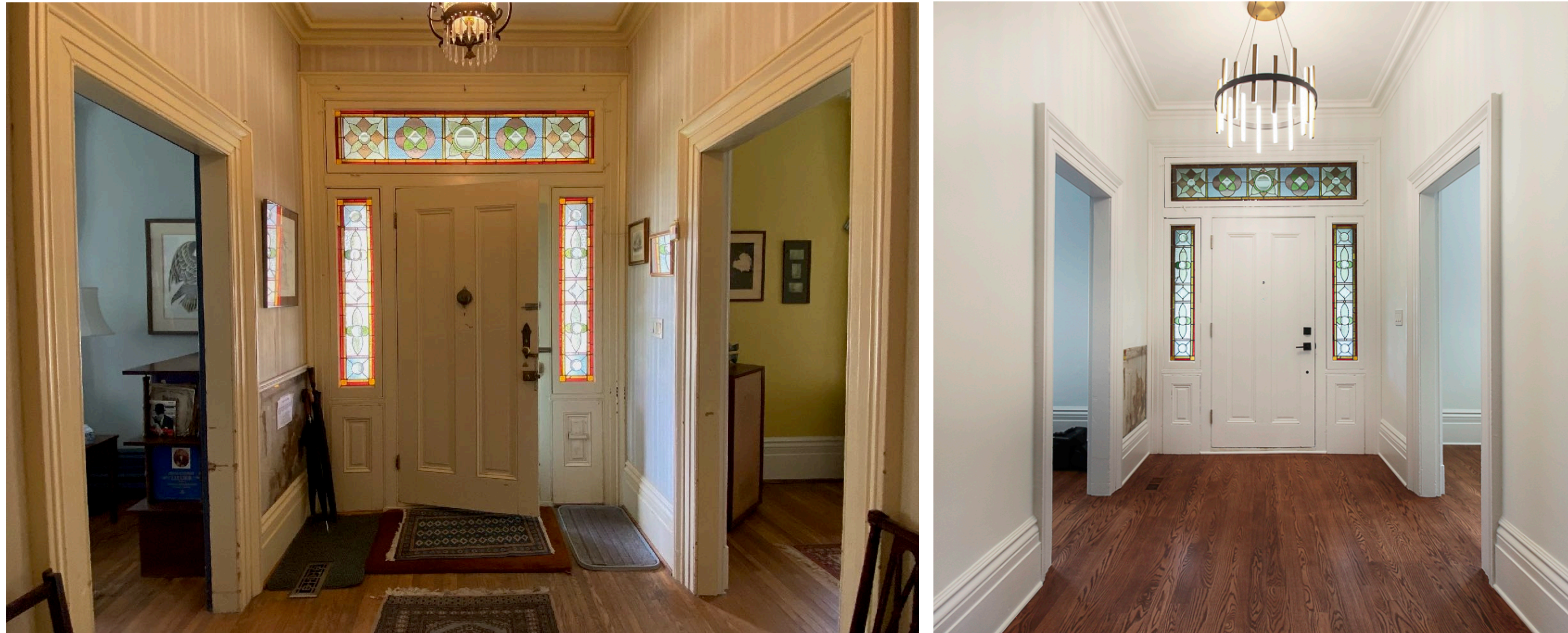
Words from the City of London letter dated
June 20,2023

“...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!

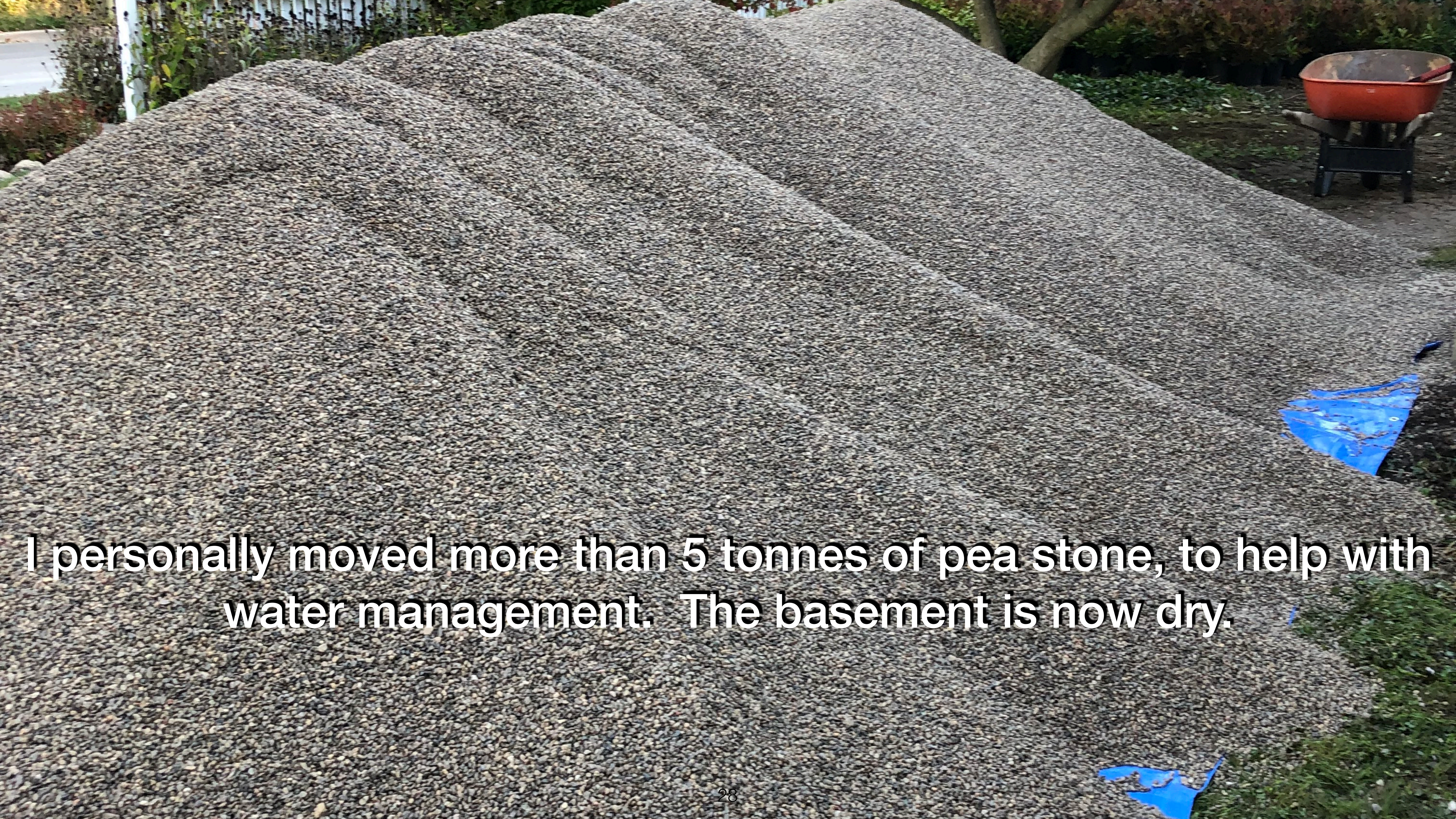
- City claims Cedar = Pine
- City claims Shingles = Shakes
- City claims original features = features installed in 2005, 2001, 1999, 1972
- City claims stone = interior slate tiles installed on exterior
- City claims sympathetic porch = inappropriate proportions
- City claims symmetrical chimneys = not really, in fact completely wrong
- City claims Queen's thistle = factually incorrect
- City claims Wood Ceiling = you need to imagine this feature

Left photo showing the foyer with a plaster ceiling.
Right photo shows the plaster foyer ceiling today.
There has never been a wood ceiling!



Why so passionate?

- This is my retirement home. It is where 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.



I personally moved more than 5 tonnes of pea stone, to help with water management. The basement is now dry.

How can PEC help?

- Protecting inaccurate, undocumented, untrue Heritage raises questions and doubts for all Heritage claims, past and future
- PEC should ask more questions of the City of London Heritage Department and demand truthful, documented facts
- ***Approve the request to remove*** the current misguided ***Easement*** from title of 39 Carfrae Street
- support a ***new collaborative Truthful, Accurate, Factual Easement***

a fourth word for a new Easement is also required

Reasonable