

DReport to Planning and Environment Committee

To: Chair and Members
Planning and Environment Committee

From: Scott Mathers, MPA, P. Eng.,
Deputy City Manager, Planning and Economic Development

Subject: Application pursuant to the Heritage Easement Agreement for
39 Carfrae Street, Ward 11

Date: Monday July 17, 2023

Recommendation

That, on the recommendation of the Director, Planning and Development, the application pursuant to the Heritage Easement Agreement under Section 37, *Ontario Heritage Act*, for the property at 39 Carfrae Street **BE REFUSED**.

It being noted that the proposed asphalt shingles fail to conserve the property's heritage attributes and a future application with an alternative roofing material should be submitted.

It being further noted that the application does not demonstrate sufficient information with regards to alternative roofing materials that have been considered as replacement alternatives.

Executive Summary

The property at 39 Carfrae Street, Carfrae Cottage, is a very significant cultural heritage resource. The property is protected by a Heritage Easement Agreement, subject to Section 37, *Ontario Heritage Act*. There are only five properties in London that are protected by a Heritage Easement Agreement held by the City. The wood shingle roof of Carfrae Cottage is identified as a heritage attribute in the Heritage Easement Agreement. The Heritage Easement Agreement was disclosed prior to the purchase of the property by the present owner.

The property owner has applied to replace the wood (pine) shingle roof with an asphalt roof. As the wood shingle roof is protected in the Heritage Easement Agreement, approval from the City is required for its replacement. While staff recognize the need to replace the roof in a timely manner to ensure the overall conservation of Carfrae Cottage, staff are recommending refusal of this application as the proposed asphalt shingles fail to conserve the heritage attribute as identified in the Heritage Easement Agreement. Wood shingles are the most historically appropriate roof material for Carfrae Cottage.

Further, in the event that a roofing material is considered to not be a feasible option, alternative materials that achieve the appearance and aesthetic of the original material can be considered for replacement. Staff have requested that additional information with regards to alternative roof replacement materials be provided to inform the application. The application has not demonstrated that alternative materials have been considered, and thus refusal is recommended. A new application demonstrating alternative materials that have been considered is encouraged.

Linkage to the Corporate Strategic Plan

This recommendation supports the following 2023-2027 Strategic Plan area of focus:

- Wellbeing and Safety: London has safe, vibrant, and health neighbourhoods and communities.
 - Londoners have a strong sense of belonging and sense of place.
 - Create cultural opportunities that reflects arts, heritage, and diversity of community.

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 (Appendix A).

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.

In 2021, a Heritage Easement Agreement was entered into to protect the significant cultural heritage value of Carfrae Cottage. Heritage Easement Agreements provide the highest level of protection, pursuant to the *Ontario Heritage Act*, to protect significant cultural heritage resources. Agreement is required between the municipality and a property owner. The agreement is registered on the title of the property and remains applicable to the specific property if the property is sold.

Heritage easement agreements establish requirements for maintaining a property, or specific features or attributes of a property. 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.

1.3 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. Under the Beck’s ownership, the property was the subject of restoration work to ensure that the cottage was conserved.

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.

1.4 Previous Reports Related to this Matter

March 10, 2021, Report to London Advisory Committee on Heritage, Heritage Easement Agreement, 39 Carfrae Street: <https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=78271>.

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 of the *Provincial Policy Statement (2020)*, the *Ontario Heritage Act*, and *The London Plan*.

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.

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

The Cultural Heritage chapter of *The London Plan* recognizes that our cultural heritage resources define our City’s unique identity and contribute to its continuing prosperity. It notes, “The quality and diversity of these resources are important in distinguishing London from other cities and make London a place that is more attractive for people to visit, live or invest in.”

554_2 *In all of the planning and development we do, and the initiatives we take as a municipality we will: conserve London's cultural heritage resources so they can be passed on to our future generations.*

570_5 *For the purposes of cultural heritage protection and conservation, City Council may adopt a number of specific strategies and programs including: Heritage easements.*

583_ *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 features deemed to have heritage value. Council may also consider the application of zoning that includes regulations to further protect the property.*

587_ *Where a property of cultural heritage value or interest is designated under Part IV of the Ontario Heritage Act, no alteration, removal or demolition shall be undertaken that would adversely affect the reasons for designation except in accordance with the Ontario Heritage Act.*

589_ - *A property owner may apply to alter the cultural heritage attributes of a property designated under the Ontario Heritage Act. The City may, pursuant to the Act, issue a permit to alter the structure. In consultation with the London Advisory Committee on Heritage, the municipality may delegate approvals for such permits to an authority.*

3.0 Financial Impact/Considerations

None.

4.0 Key Issues and Considerations

4.1. Application

Carfrae Cottage is a very significant cultural heritage resource. The property is designated pursuant to the *Ontario Heritage Act*, and is also subject to a Heritage Easement Agreement registered on title in 2021 prior to being put up for sale. The Heritage Easement Agreement was disclosed to potential purchasers and was in place when the current owner purchased the property.

On May 15, 2023, the City received an application from the owner's legal representation seeking approval for the replacement of the wood shake roof on the Carfrae Cottage with an asphalt shingle roof. The application was attached to the letter, which together are shown in Appendix B. It is understood that the current roof is leaking, has been temporarily repaired, and will require replacement to conserve the cultural heritage value of the property.

The roof is protected as a heritage attribute within the heritage designating by-law and the Heritage Easement Agreement for Carfrae Cottage. Within the heritage designating by-law, the roof is identified simply as the "hipped roof". The materiality of the roof is identified within the Heritage Easement Agreement, where it is described as the "Hipped roof, clad in wood shingles."

A review of historic Fire Insurance Plan mapping (1912 r. 1915) indicates that the original roofing material likely consisted of wood shingles. In the mid-20th century, the roof material was replaced with asphalt shingles. In 2001, the previous owners of the property advised the City that they would be undertaking various restoration activities including the installation of a new wood (pine) shingle roof. The wood shingle roof was installed based on a restoration approach, as the historically appropriate roofing material for Carfrae Cottage.

Under the terms of the Heritage Easement Agreement, the City has 90 days to respond in writing to a written request for an alteration. Thus, City Council must make a determination on the written request by August 13, 2023 or the written application will be automatically approved without conditions. To meet the required timeline, staff need

to make a recommendation prior to consultation with CACP on July 15, 2023, and consideration by PEC on July 17, 2023 and Municipal Council on July 25, 2023.

4.2 Application Review

When reviewing an application proposing conservation or replacement options for roofing materials, staff often receive a report or recommendation from a roofing contractor experienced in the installation, maintenance, and/or replacement of historic roofing material. While replacement in-kind is preferred, it is recognized that the sourcing and installing of replacement in kind of certain roofing materials can be cost prohibitive.

Where an in-kind replacement appears unfeasible, staff work with applicants to identify suitable replacement alternatives that are consistent with best practices for heritage conservation. Consistent with best practices, alternative materials are considered that are visually similar to the original material with respect to colour, texture and detail. For example, in previous applications City staff have supported various applications for replacement of slate roofs with alternative materials including metal or composite roofing products that effectively simulate the appearance and texture of slate roof.

For this application, one quote from a Toronto-based roofing company was submitted with a total cost of \$114,622.00 (plus HST) to remove the existing roofing material and install an in-kind new cedar roof. In previous applications for other heritage designated properties, replacement costs for wood roofing have been significantly less in comparison. Staff have requested additional quotes to ensure that estimates for replacement of the wood roof have been sufficiently considered before determining this material option to be not feasible. These have not been provided.

A quote from a local roofing company was also submitted that identified a cost of \$23,131.10 to replace the heritage attribute with an asphalt shingle roof.

To advance the process, staff requested that alternative materials be considered, such as composite roofing material that are visually similar to the colour, texture and detail of the roof at 39 Carfrae Street. Staff have observed promising applications of alternative composite roofing products within London and elsewhere within Ontario which are preferable to asphalt shingles as a replacement material. To date, staff have not received information or quotes demonstrating that alternative materials were investigated.

The City acknowledges that the existing roof is beyond its lifecycle and needs replacement. While staff are supportive of a roof replacement that considers alternative material that seek to replicate or mimic the material and aesthetic qualities of the existing wood roof protected through the heritage easement, the submission fails to consider such alternative materials. As such, staff are unable to proceed with a positive recommendation for approval of this application.

Staff encourage the applicant to submit an application that demonstrates all options have been considered including replacement in kind, and replacement with alternative materials.

Conclusion

The property at 39 Carfrae Street is a very significant cultural heritage resource designated pursuant to Part IV of the *Ontario Heritage Act* and protected by a Heritage Easement Agreement. The proposed application seeks approval to replace the existing wood roof, protected by the Heritage Easement Agreement with an asphalt shingle roof. The proposed asphalt shingle roof is not preferable to wood, and it has not been demonstrated that composite alternative products have been considered.

Staff have not received information regarding the consideration of composite alternative products to recommend approval of this application. As a result, the application seeking approval for the roof replacement with an asphalt shingle roof should not be approved.

Prepared by: Michael Greguol, CAHP
Heritage Planner

Reviewed by: Kevin Edwards, RPP, MCIP
Manager, Community Planning

Recommended by: Heather McNeely, RPP, MCIP
Director, Planning and Development

Submitted by: Scott Mathers, MPA, P. Eng.
Deputy City Manager, Planning and Economic
Development

Appendices

Appendix A Property Location
Appendix B Images
Appendix C Heritage Easement Agreement
Appendix D Application

Sources

Corporation of the City of London. *2023-2027 Strategic Plan*.
Corporation of the City of London. Property file.
Corporation of the City of London. *Register of Cultural Heritage Resources*. 2022.
Corporation of the City of London. *The London Plan*. 2022 (consolidated).

Appendix A – Property Location

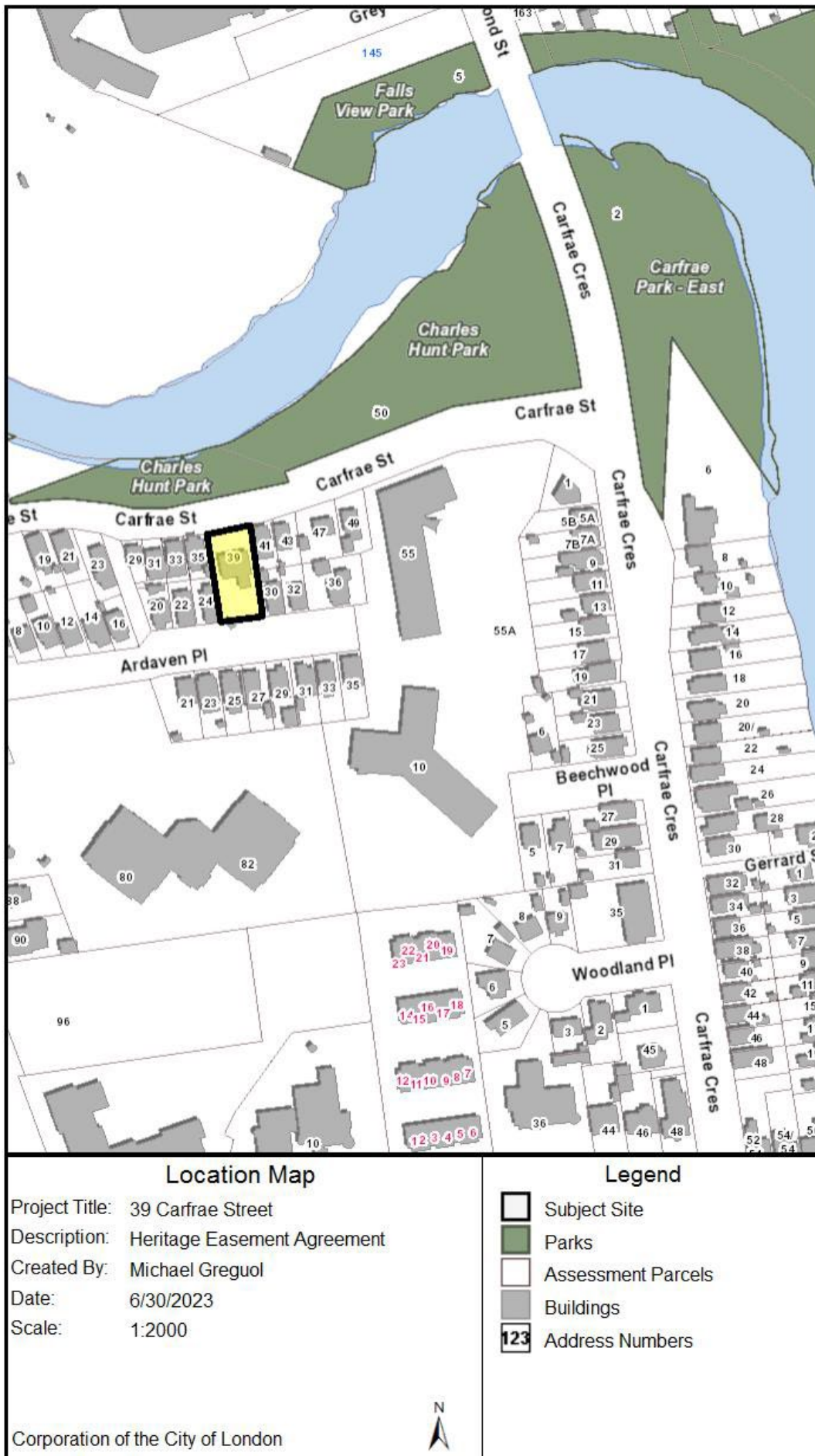


Figure 1: Location Map showing the property located at 39 Carfrae Street.

Appendix B – Images

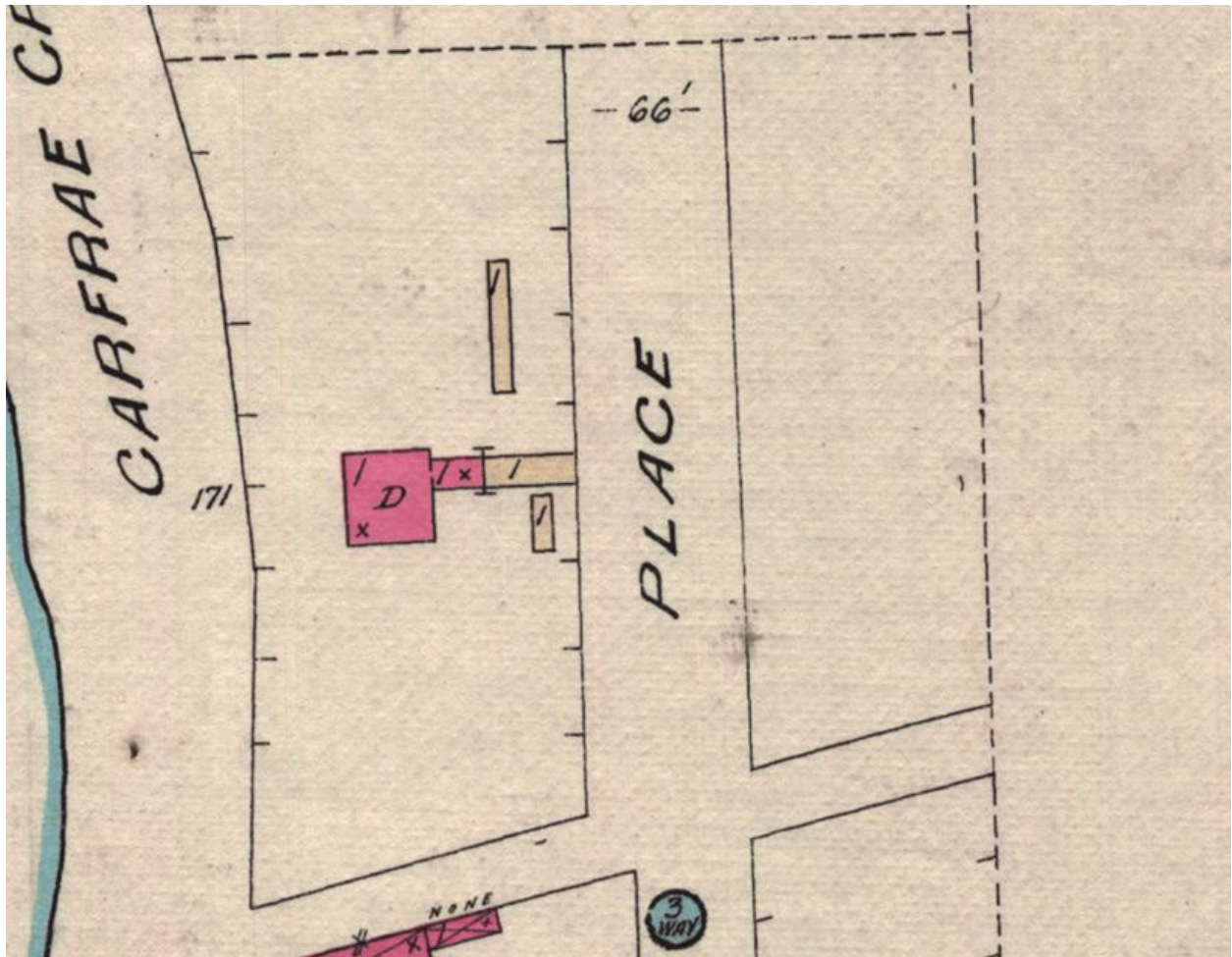


Image 1: Excerpt from 1912 rev. 1915 Fire Insurance Plan showing the dwelling at 39 Carfrae Street. Note, the "X" shown in the corner of the dwelling denotes a "shingle" roof suggesting that in 1915, a wood shingle roof was in use.

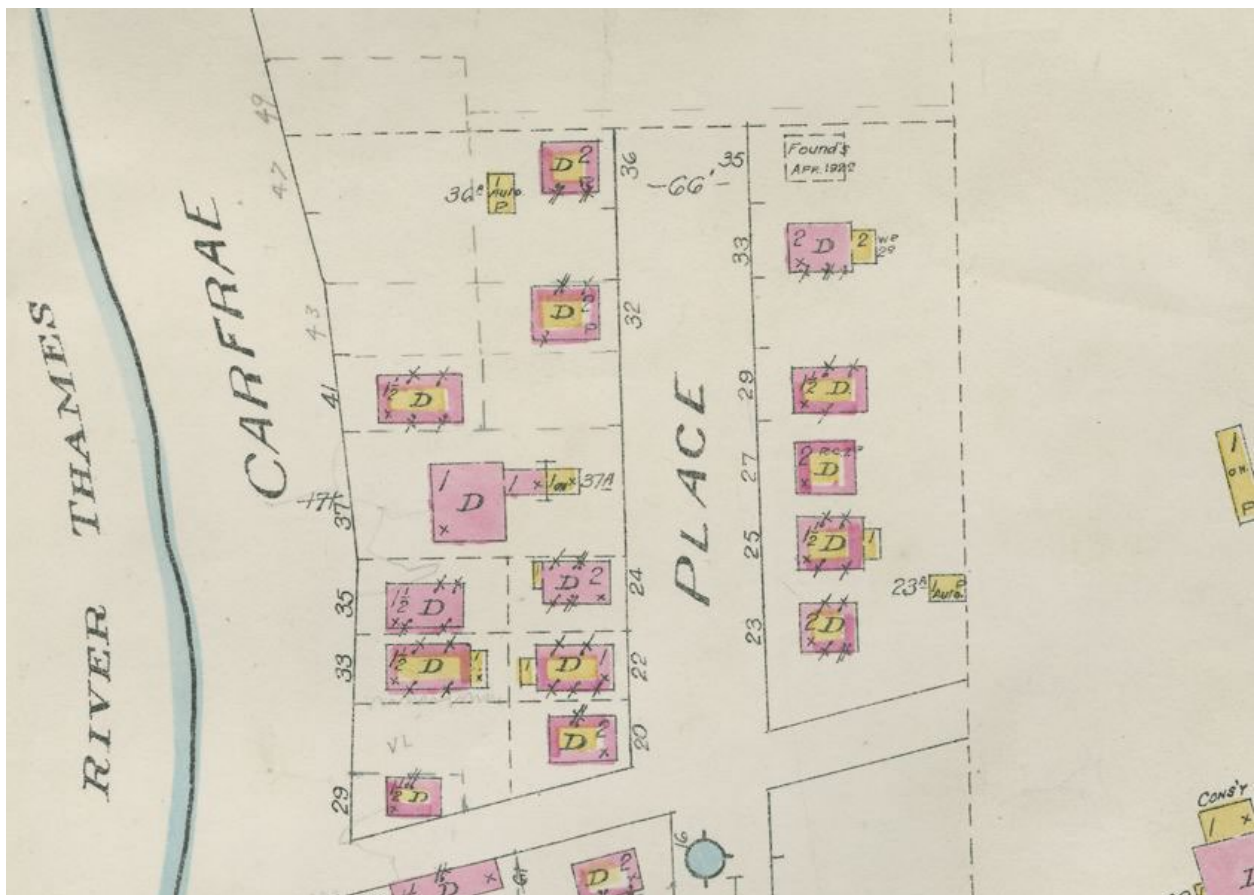


Image 2: Excerpt from 1912 rev. 1922 Fire Insurance Plan showing the dwelling at 39 Carfrae Street. Note, the "X" shown in the corner of the dwelling denotes a "shingle" roof suggesting that in 1922, a wood shingle roof was in use.



Image 3: Photograph showing the Carfrae Cottage at 39 Carfrae Street.



Image 4: Photograph showing the Carfrae Cottage at 39 Carfrae Street.

Appendix C – Heritage Easement Agreement

Heritage Easement Agree [attached separately].

Appendix D – Application

Application pursuant to the Heritage Easement Agreement [attached separately].

HERITAGE EASEMENT AGREEMENT

THIS AGREEMENT made this 5th day of May, 2021 between;

The Estate of Alan Edward Beck
(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. LSP-3491-144 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:

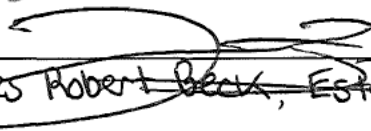
- (a) Schedule "A" - Legal Description of the Lands
- (b) Schedule "B" – Authorizing By-Law
- (c) Schedule "C" - Cultural Heritage Value or Interest
- (d) Schedule "D" – Photographs

IN WITNESS WHEREOF the party hereto has executed this Agreement effective as of the date first written above.

THE ESTATE OF ALAN EDWARD BECK



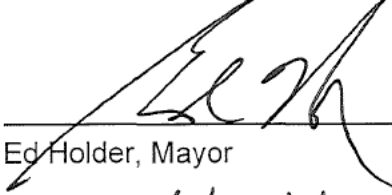
Julia Helen Beck, Estate Trustee




~~James Robert Beck, Estate Trustee~~

We have the authority to bind this Estate
IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in ^{LSP} By-law No. 3491-144 of the Council of The Corporation of the City of London passed the 4th day of MAY, 2021.

THE CORPORATION OF THE CITY OF LONDON



Ed Holder, Mayor



Catharine Saunders, City Clerk

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" - COPY OF AUTHORIZING BY-LAW

Bill No. 193
2021

By-law No. L.S.P.-3491-144

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;

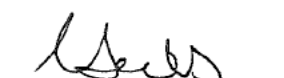
AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Heritage Easement Agreement on behalf of the City;

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 May 4, 2021.


Ed Holder
Mayor


Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

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.

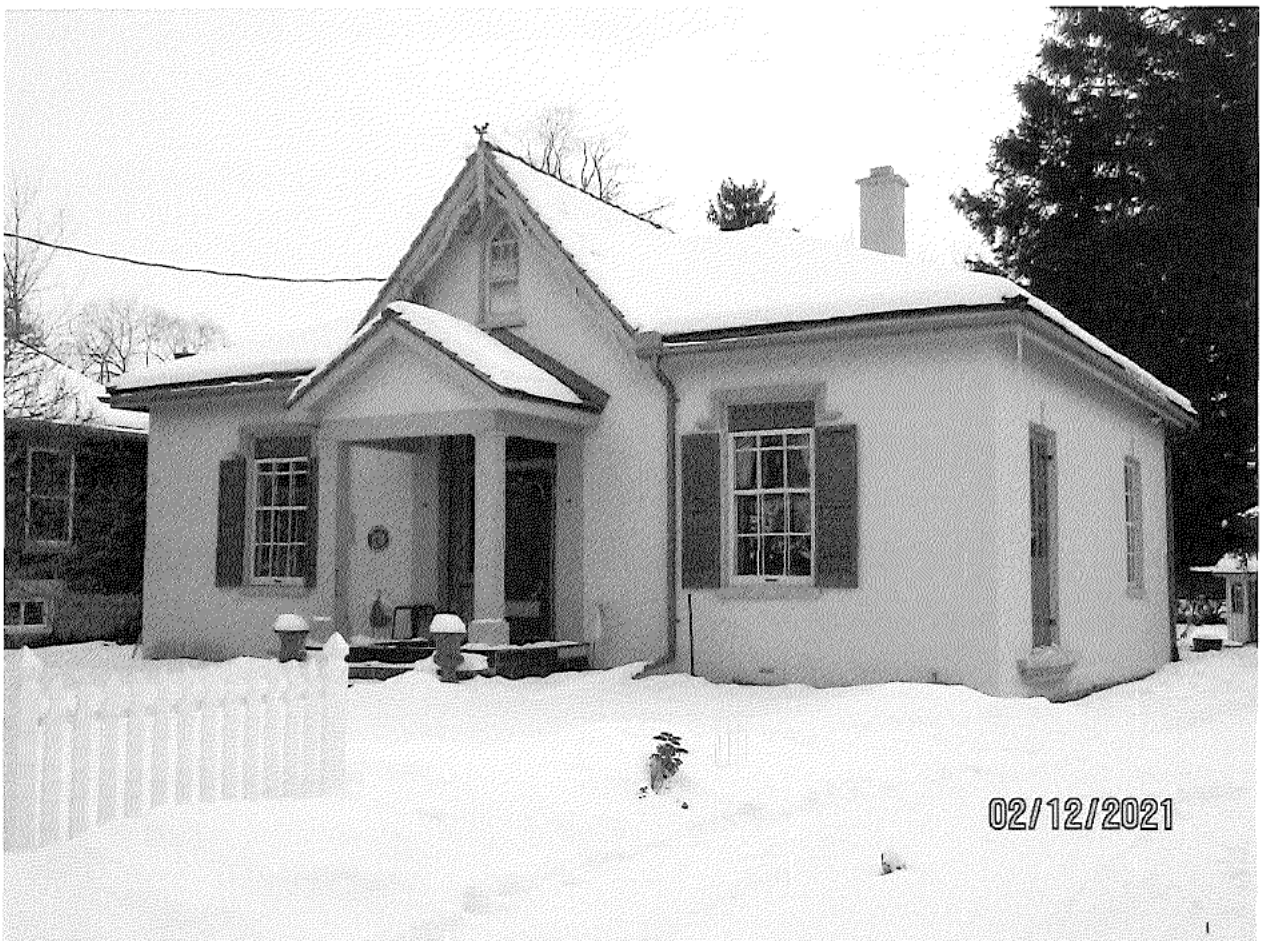


Image 4: View of Carfrae Cottage, looking southeast from the northwest corner of the property at 39 Carfrae Street.



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.

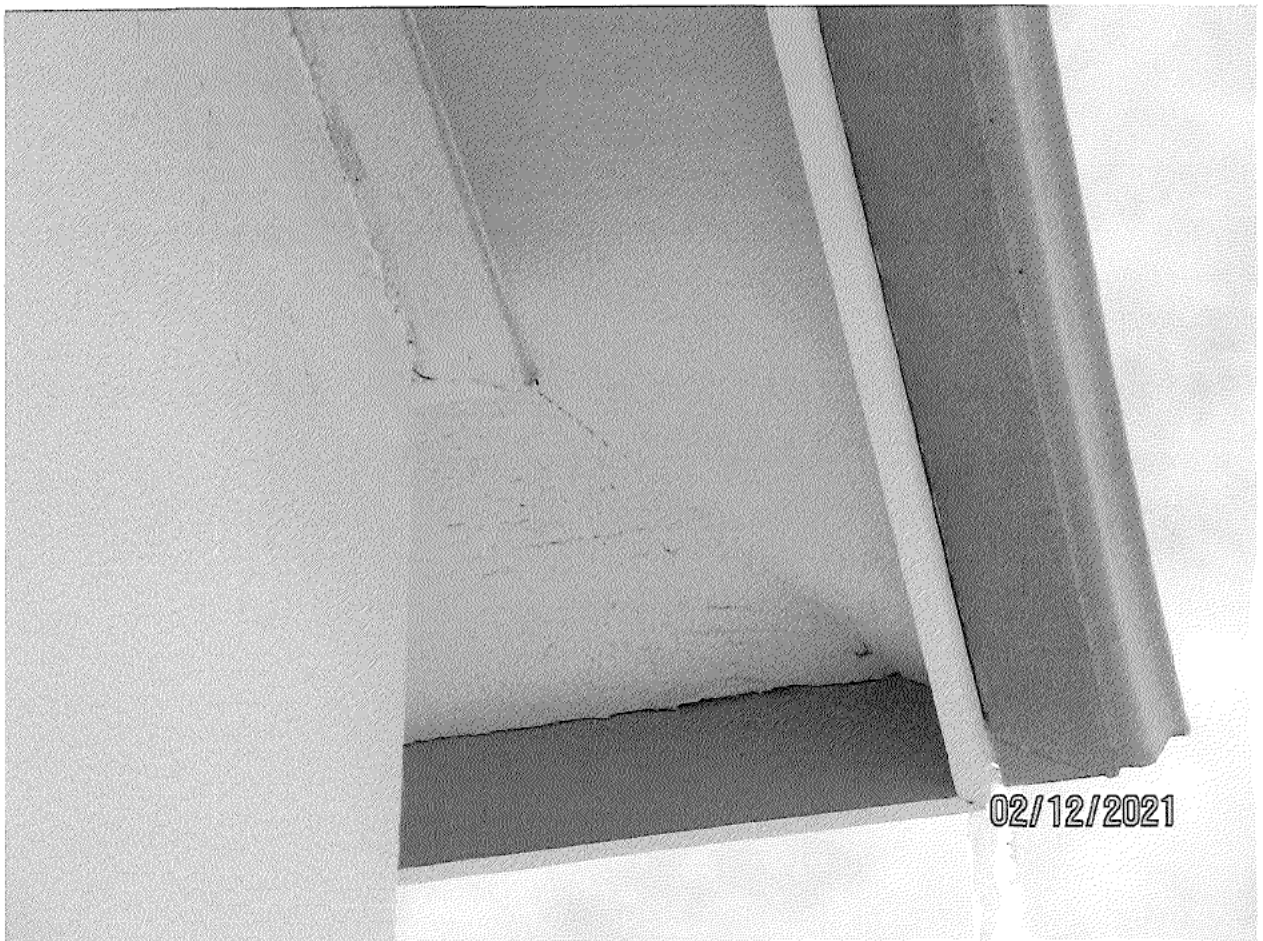


Image 10: Photograph showing the sloped, painted wood soffit of the roofline.



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) façade 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 Carrae 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.

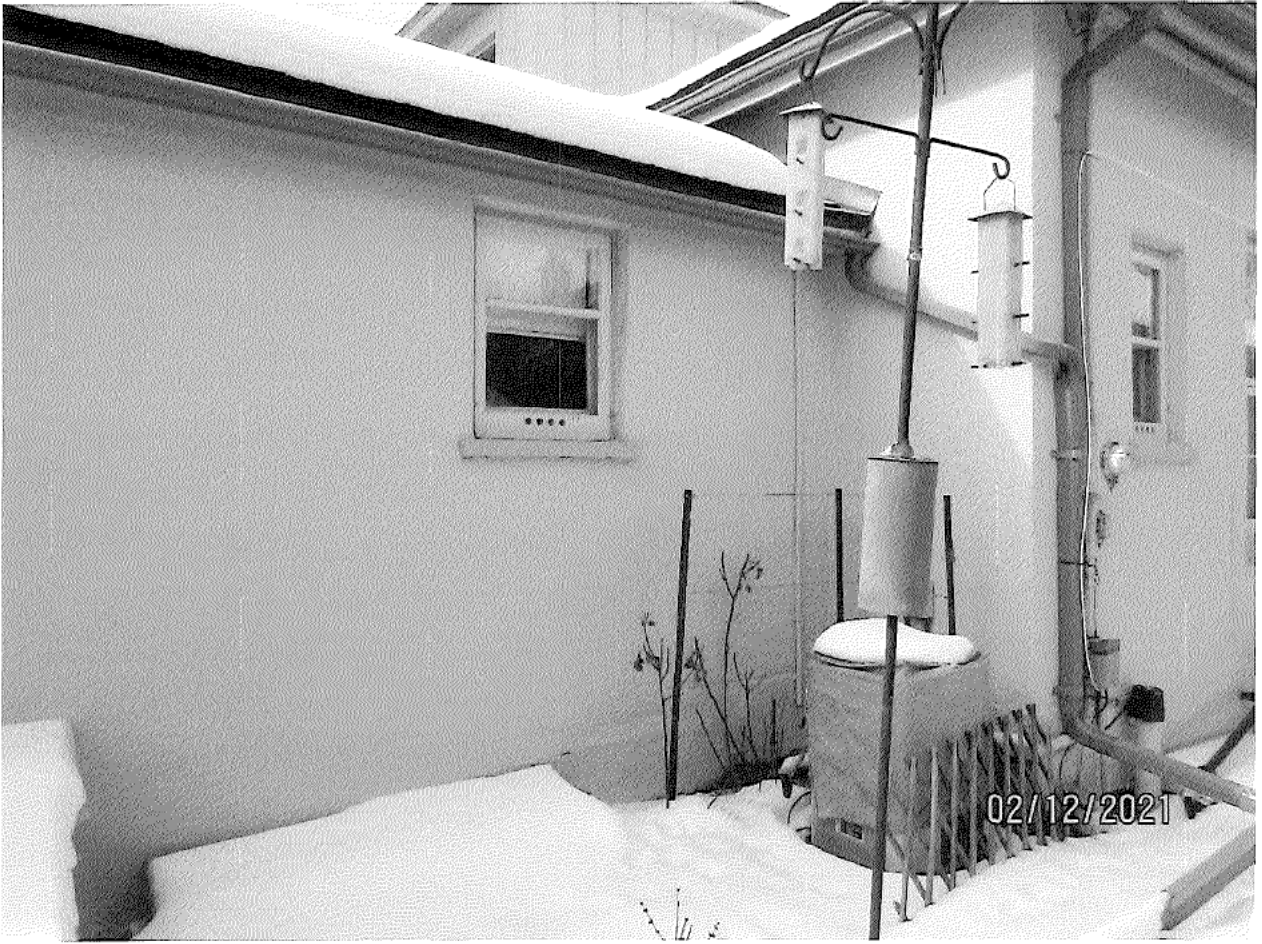


Image 31: Showing the junction of the kitchen wing and the house along the easterly façade of Carfrae Cottage.



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.

ELIZABETH CORMIER

PROFESSIONAL CORPORATION

Elizabeth K. Cormier, B.A., LL.B., Q.Med.

May 15, 2023

via e-mail to: heritage@london.ca

**The Corporation of the City of London
Planning and Development Department**
300 Dufferin Avenue
P.O. Box 5035
London, ON N6A 4L9

Re: **39 Carfrae Street**
London, ON N6C 1G1
Heritage Easement – ER1375935

We are the solicitors for the registered owners of the above-noted property. We are writing to notify the City that our clients intend to replace the existing pine shake roof at the property. We enclose our clients' Heritage Alteration Permit Application for the proposed work.

We confirm that Schedule "C" of the above-noted Heritage Easement, incorrectly identifies the roof as "a cedar shingle gable roof." The roof was replaced in 2001 by the previous owners, Mr. and Mrs. Beck. Pursuant to the enclosed proposal and invoice from Duo Building Ltd., the previous roof was replaced, and a pine shake roof was installed. Our clients have advised that the current pine shake roof is leaking. Please find attached photos that depict the existing condition of the roof. In accordance with section 2.6 of the Heritage Easement, our clients are required to maintain the property so that no deterioration in the property's condition and appearance takes place.

Our clients have consulted roofing specialists who have advised that the roof cannot be replaced, as pine shakes are generally no longer being installed due to their poor longevity. Our clients have been advised that the cost to install a cedar shake roof, pursuant to the inaccurate Heritage Easement, is approximately \$130,000. Please see the enclosed quote from Heather + Little Ltd., confirming a cost of \$114,622.00 + HST = \$129,522.86. Given this significant replacement cost, our clients submitted an Application to the London Endowment for Heritage Fund. The London Endowment Heritage Fund has only resulted in an offer of a \$1,000 grant. Had our clients been successful in obtaining sufficient funding, they would have different options for material, however, in the circumstances, the enclosed quote is grossly unfeasible.

In light of the foregoing, our clients confirm that they intend to install an asphalt shingle roof with new flashings and valleys as per the enclosed quote from Elgin Roofing dated April 8, 2023. Our clients have advised that the replacement roof will be installed in August 2023.

Elizabeth Cormier Professional Corporation
File No. 221859 - Page 2 of 2

You are hereby notified as required by the terms of the Heritage Easement. All communication regarding this matter, if any, should be directed to the attention of the undersigned.

Yours truly
ELIZABETH CORMIER
PROFESSIONAL CORPORATION

per:

Elizabeth Cormier

Electronically signed by
Elizabeth K. Cormier
Enclosures



CITY OF LONDON
HERITAGE ALTERATION PERMIT
APPLICATION FORM

Planning and Development
300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9
Tel: 519-930-3500 heritage@london.ca



SECTION A: DESCRIPTION OF THE HERITAGE DESIGNATED PROPERTY

Municipal Address: 39 CARFRAE STREET, LONDON

Heritage Designation: [checked] Part IV By-Law L.S.P. - 2978 - 65

[] Part V Heritage Conservation District

SECTION B: PROPOSED CHANGE(S)

Type of Work: [] alteration [] addition [] new building [] signage [] other

Related Applications: [] Building Permit [] Sign Permit [checked] other REPAIR

Brief Description of Proposed Changes(s): REMOVE EXISTING PINE SHAKE ROOF AND UNDER LAYER OF ASPHALT SHINGLES.

REPLACE ALL FLASHINGS AND VALLEYS AND INSTALL NEW ASPHALT SHINGLES

Reason for the Proposed Change(s): CURRENT ROOF IS LEAKING IN MULTIPLE LOCATIONS. PINE SHAKES ARE NOT AN

OPTION AS ROOFERS ARE NOT USING, AS PINE DETERIORATES TOO QUICKLY CEDAR SHINGLES ARE NOT AN OPTION DUE TO COST AND NO FUNDS AVAILABLE FROM THE CITY OF LONDON AND EXTREMELY LIMITED FUNDS FROM LONDON FOUNDATION

Potential impact(s) to the Property's Heritage Attributes:



**CITY OF LONDON
HERITAGE ALTERATION PERMIT
APPLICATION FORM**

Planning and Development
300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9
Tel: 519-930-3500 heritage@london.ca

SECTION C: REQUIRED INFORMATION

- Written specifications, including materials and methodology
- Photographs that depict the existing building(s), structure(s), and heritage attributes that are affected by the proposed change(s) and their condition and context
- Site plan or sketch that illustrates the location of the proposed change(s)
- Dimensioned drawings of the proposed change(s)
- Technical cultural heritage studies:
 - Historical documentation
 - Heritage Impact Assessment
 - Conservation Plan
 - _____

Pages 3 - 8 - Duo Proposal & Invoices, current pine roof installed by Murray Shaw in 2001
Pages 9 - Murray Shaw confirming pine shakes are not available today
Pages 10 - 15 - Photos of current roof where leaking has occurred
Pages 16 - 18 - Proposal for new roof shingles
Pages 19 - 28 - Diagram of roof at 39 Carfrae Street
Pages 29 - 31 - Quote for Cedar Shingles
Pages 32 - 33 - Funds available from the City of London through the London Endowment

Proposal



GST #
R101518165

Page 1 of 3

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.

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.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Proposal



GST #
R101518165

Page 2 of 3

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:

Install capping with ridge running north to south (away from prevailing winds)

Install step and tru-lock counter flashing on chimney and vertical walls with 26 gauge metal in charcoal colour.

Rear parapet wall to have ice and water membrane and cap flashing on parapet wall using 20 gauge pre-finish charcoal metal.

Install new rubber plumbing vent.

Install eight new heavy duty charcoal aluminum roof vents - Five rear existing holes and three on rear.

Seal all nail heads, vents, flashing with silicone.

2. Rear upper valley low slope roof
 - Remove old roofing complete
 - Install 180 Polyester base sheet
 - Install permed pre-finished custom eave flashing
 - Install torched on modified bitumen membrane
 - A mechanically fastened along each course and fully adhered.

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.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Proposal



GST #
R101518165

Page 3 of 3

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:

Inspect roof upon completion
Re-inspect and paint roof with aluminum coating 60 - 120 days later.

Clean site, sweep with magnet, remove all debris due to above.

Warranties

- 50 year warranty by Optimum Roofing Systems on Pine shake roof
- 15 year Manufactures limited warranty of Armour plast Classic plain modified bitumen
- 10 year Comprehensive Workmanship Limited Warranty

16,849 x 1.08 = 18,196.92
1,507 / 10 = 5098.48
(Make it \$9100)

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

Sixteen thousand eight hundred forty-nine dollars (\$16,849.00) G. S. T. extra

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

1/2 on start 1/2 on completion

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.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



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

INVOICE

INVOICE TO

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

Invoice No: 5351

Date: May 31, 2001

First draw on roof as quoted	\$8,504.68
Add G. S. T. # R 101518165	<u>595.32</u>
TOTAL INVOICE	\$9,100.00

RECEIVED
MAY 15 2001

with thanks Grace

TERMS: Due when rendered. 2% per month interest on overdue accounts

GST #
R101518165



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

INVOICE

INVOICE TO

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

Invoice No: 5414

Date: August 24, 2001

1.	Re-roof house with new pine shakes as per quote	\$16,849.00
2.	Remove and replace eaves trough as per quote	1,541.00
3.	Rebuild chimney, stucco finish over and paint to match existing as per quote	1,140.00
4.	Remove fascia, supply, install new clear pine fascia, pre-prime as per quote	2,813.00
	Less Invoice No: 5351	(8,504.68)
	Total	<i>RC</i> \$13,838.32
	Add G. S. T. # R 101518165	<u>968.69</u>
	TOTAL INVOICE	\$14,807.01

TERMS: Due when rendered. 2% per month interest on overdue accounts.

GST #
R101518165



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

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

September 14, 2001

Statement of Account

			Balance
Invoice No: 4988	Jan 31/00	11,098.58	11,098.58
- Cash Paid	June 15/00	5,664.29	5,434.29
- Cash Paid	June 15/00	5,664.29	230.00-
Invoice No: 5247	Jan 31/01	295.32	65.32
- Cash Paid	Mar 8/01	295.32	230.00-
Invoice No: 4988	Jan 31/01 Adjustment	65.32	295.32-
Invoice No: 5351	May 31/01	9,100.00	8,804.68
- Cash Paid	May 31/01	9,100.00	295.32-
Invoice No: 5414	Aug 24/01	14,807.01	14,511.69
✓ Cash Paid	Sept 14/01	14,211.68	300.01

From: Murray Shaw Reception <Info@murrayshaw.ca>
Subject: RE: Contact Request from murrayshaw.ca
Date: April 28, 2023 at 10:20:30 AM EDT
To: "[REDACTED]" <[REDACTED]>

Hello Jeff,

Thank you for contacting our office, unfortunately pine shake is no longer available, Only cedar shake is available now.

Murray Shaw Inc.



From: Jeffrey R Gard [mailto:info@murrayshaw.ca]
Sent: April 27, 2023 7:04 PM
To: Murray Shaw Reception <Info@murrayshaw.ca>
Subject: Contact Request from murrayshaw.ca

From: Jeffrey R Gard
Phone: [REDACTED]
Address: [REDACTED]

Preferred Contact Method: Email
Best time to reach them: Weekdays, Morning, Afternoon

Additional Comments or Questions:
Do you still install Pine Shake roofs? On the website it looks like you only install Cedar. Thanking you in advance.







www.dattfe.com







Authenticity ID: 5D8686FE-19F1-ED11-507A-6A483D31775A

Elgin Roofing Inc.

240 Elm St
 Aylmer ON N5H 2M8
 519-808-4201
 office@elginroofing.ca
 www.elginroofing.ca
 HST (ON) Registration No.:
 833262009RT0001



Estimate

ESTIMATE # 4234

ADDRESS

Jeff Gard
 [REDACTED]
 39 Carfrae St
 London Ontario N6C 1G1

DATE 08/04/2023

EXPIRATION DATE 08/05/2023

SALES REP

Jesse Price

JOB LOCATION

Entire house & shed

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<p>Gaf Timberline HDZ Shingles</p> <p>Remove and recycle old shingles, vents and flashing's.</p> <p>Supply and install GAF Timberline HDZ shingles.</p> <p>Supply and install GAF Timbertex capping on all hips and ridges.</p> <p>Supply and install GAF WBS starter shingles at all eave areas.</p> <p>Supply and install Grace Tri Flex ice and water shield at the eaves, in the valleys, around the chimneys at all the wall flashing areas and along the front of the main house 6' will be installed at the eaves all other eaves will receive 3' of ice and water shield..</p> <p>Supply and install GAF breathable Deck Armor underlayment over the remainder of the roof.</p> <p>Supply and install metal painted drip edge along the eaves, on the gables.</p> <p>Supply and install W metal painted valleys to replace the existing valleys.</p>	1	20,470.00	20,470.00

We accept Credit Card (*up to \$10,000.00*), Cheque, Certified Cheque and E-Transfers (office@elginroofing.ca).
 Credit Card payments over 10k are subject to 5% charge

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<p>Supply and install a GAF Snow Country II hidden continuous shingle ridge vent along the back lower roof peak.</p> <p>The vents on the main house will be sheeted in and shingled over.</p> <p>New sewer pipe flanges will be installed around the 3 plumbing stack pipes. The caps that are on top of them will be removed and reinstalled to be able to replace the flanges around them.</p> <p>The exhaust fan vent will be replaced. Homeowner will supply the exhaust fan vent.</p> <p>All the wall flashing areas will have ice and water shield from the roof up the base of the wall. New step flashings will be installed where required in all these areas. New wall flashings will then be installed for the finishing look and siliconed where they meet the wall as need be.</p> <p>New chimney flashings will be installed around both chimneys.</p> <p>On the back lower roof new parapit flashings will be installed.</p> <p>The shed will have the same quality products as the house will have.</p> <p>This estimate includes full job site clean up of debris and magnetic roller to collect nails.</p> <p>This estimate includes GAF System plus 50yr warranty as well as Elgin Roofing 10yr workmanship warranty.</p> <p>On the dormer on the back of the house we will remove the existing roof as best as we can. We will install roofing board to the deck. On that we will supply and install a 2 ply peel and stick cap sheet roof for the finishing look. Drip edge will be installed around this roof.</p> <p>If any decking needs replaced owner will be notified and given a price.</p>			

We accept Credit Card (*up to \$10,000.00*), Cheque, Certified Cheque and E-Transfers (office@elginroofing.ca).

Credit Card payments over 10k are subject to 5% charge

DATE	DESCRIPTION	QTY	RATE	AMOUNT
------	-------------	-----	------	--------

.....
Finance options available OAC.
Visit www.elginroofing.ca to apply for
pre-approval.
.....

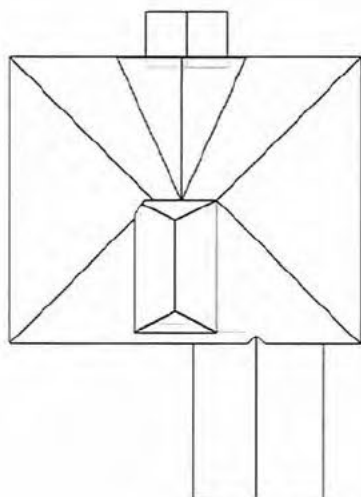
SUBTOTAL	20,470.00
HST (ON) @ 13%	2,661.10
TOTAL	\$23,131.10

TAX SUMMARY

	RATE	TAX	NET
HST (ON) @ 13%		2,661.10	20,470.00

Accepted By

Accepted Date



In this 3D model, facets appear as semi-transparent to reveal overhangs.

PREPARED FOR

Contact:	Marc Jamieson
Company:	Heather & Little Limited
Address:	3205 14th Ave. Markham, ON L3R 0H1
Phone:	905-475-9763

TABLE OF CONTENTS

- Images1
- Length Diagram4
- Pitch Diagram5
- Area Diagram6
- Notes Diagram.....7
- Report Summary.....8

MEASUREMENTS

- Total Roof Area =2,174 sq ft
- Total Roof Facets =15
- Predominant Pitch =6/12
- Number of Stories <=1
- Total Ridges/Hips =180 ft
- Total Valleys =45 ft
- Total Rakes =56 ft
- Total Eaves =234 ft

Measurements provided by www.eagleview.com



Certified Accurate

www.eagleview.com/Guarantee.aspx

IMAGES

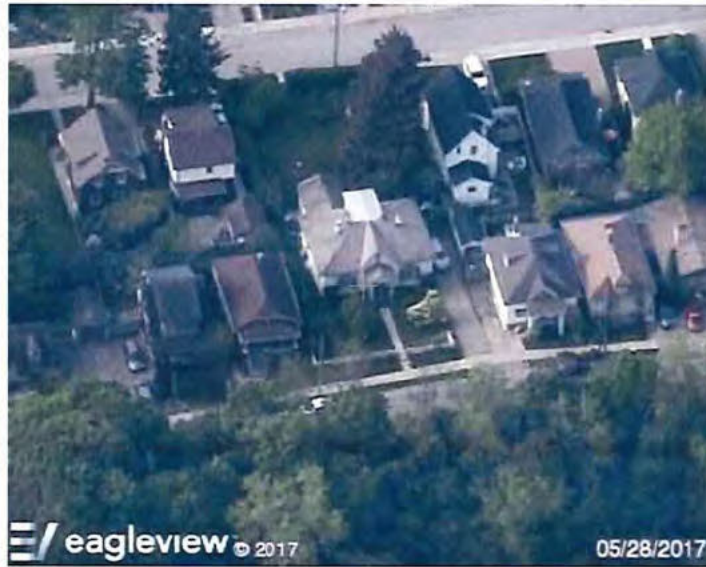
The following aerial images show different angles of this structure for your reference.

Top View

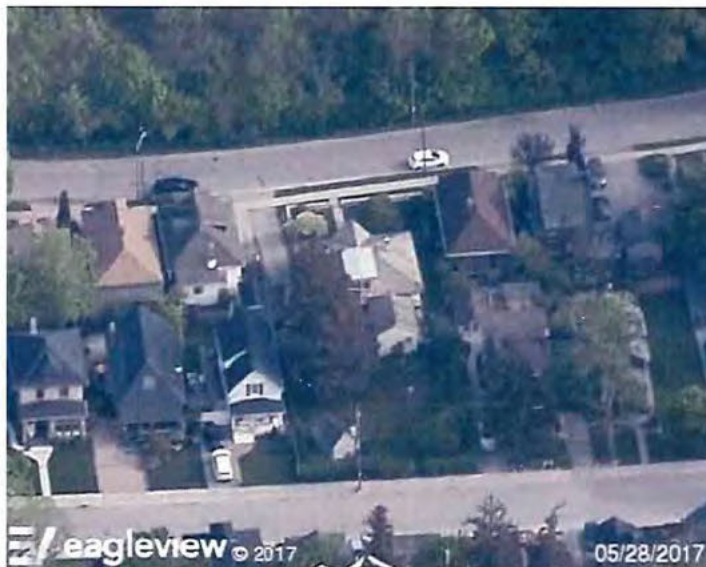


IMAGES

North Side



South Side

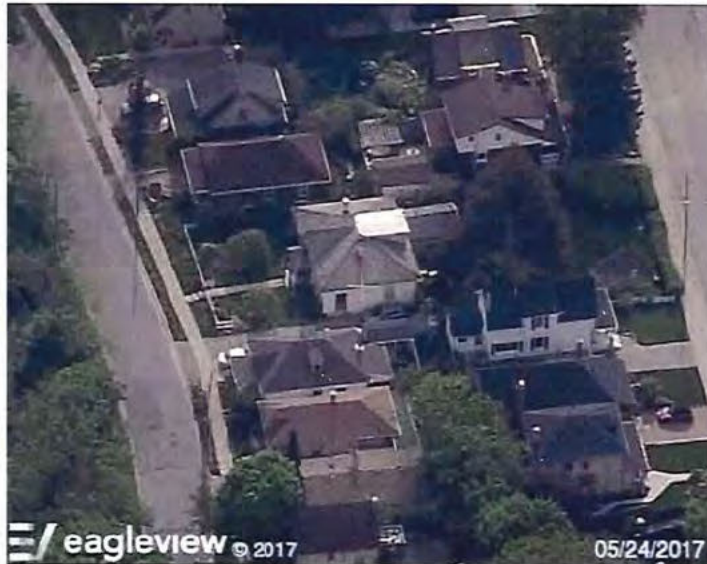


IMAGES

East Side

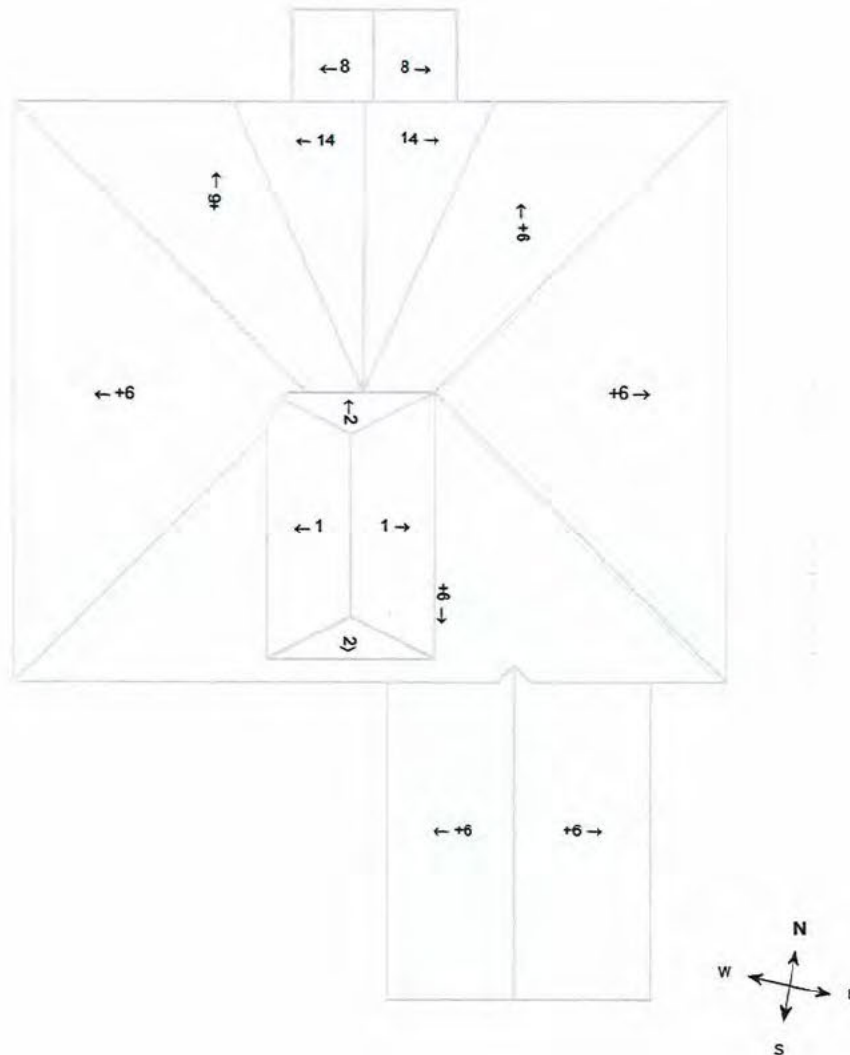


West Side



PITCH DIAGRAM

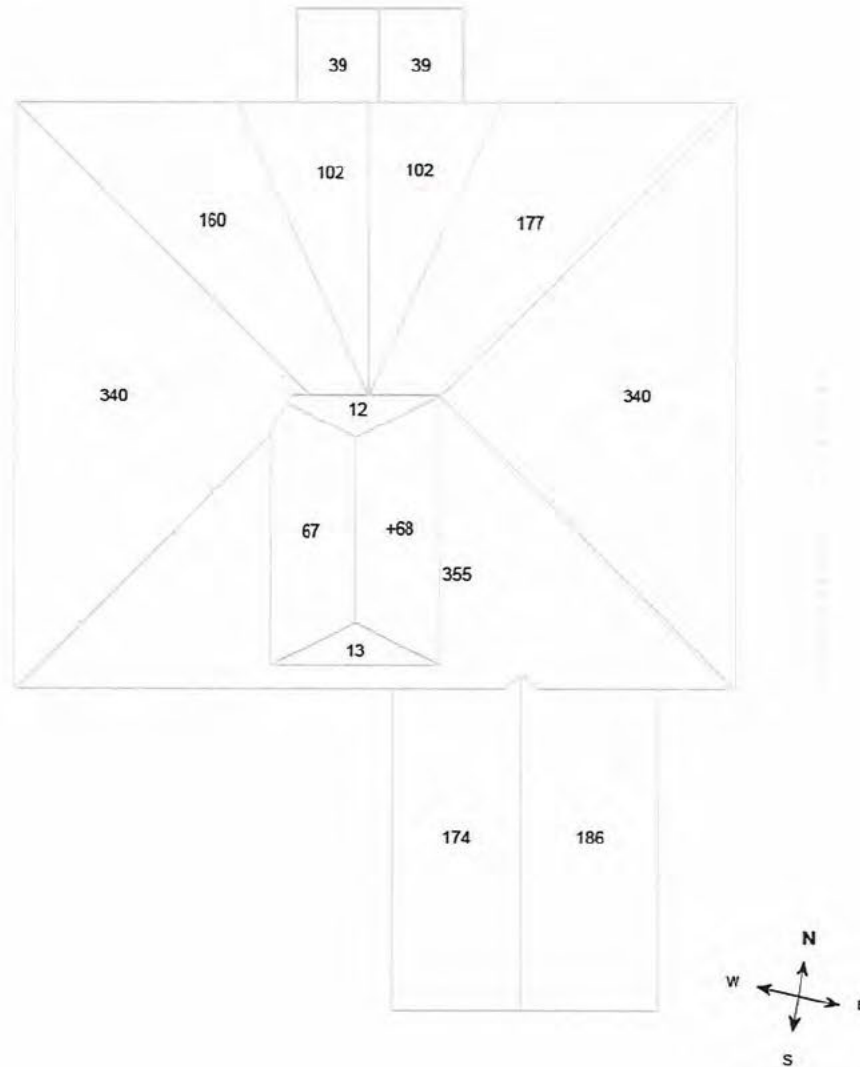
Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 6/12



Note: This diagram contains labeled pitches for facet areas larger than 20.0 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater. Gray shading indicates flat, 1/12 or 2/12 pitches.

AREA DIAGRAM

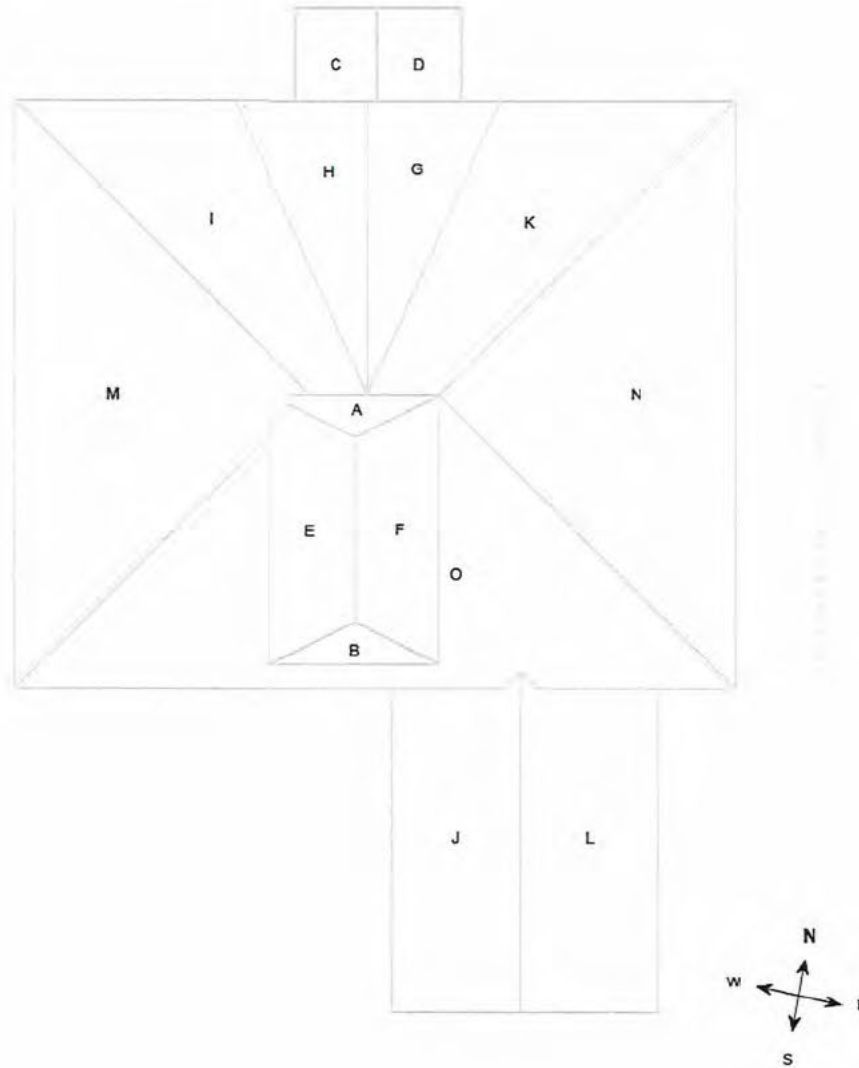
Total Area = 2,174 sq ft, with 15 facets.



Note: This diagram shows the square feet of each roof facet (rounded to the nearest Foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



REPORT SUMMARY

All Structures

Areas per Pitch					
Roof Pitches	1/12	2/12	6/12	8/12	14/12
Area (sq ft)	134.5	25.1	1731.0	79.0	204.1
% of Roof	6.2%	1.2%	79.6%	3.6%	9.4%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

Structure Complexity		
Simple	Normal	Complex

Waste Calculation									
NOTE: This waste calculation table is for asphalt shingle roofing applications. All values in table below only include roof areas of 3/12 pitch or greater. For total measurements of all pitches, please refer to the Lengths, Areas, and Pitches section below.									
Waste %	0%	4%	9%	14%	17%	19%	21%	24%	29%
Area (Sq ft)	2015	2096	2197	2298	2358	2398	2439	2499	2600
Squares *	20.33	21.00	22.00	23.00	23.66	24.00	24.66	25.00	26.00
	Measured					Suggested			

* Squares are rounded up to the 1/3 of a square

Additional materials needed for ridge, hip, and starter lengths are not included in the above table. The provided suggested waste factor is intended to serve as a guide—actual waste percentages may differ based upon several variables that EagleView does not control. These waste factor variables include, but are not limited to, individual installation techniques, crew experiences, asphalt shingle material subtleties, and potential salvage from the site. Individual results may vary from the suggested waste factor that EagleView has provided. The suggested waste is not to replace or substitute for experience or judgment as to any given replacement or repair work.

All Structures Totals

Lengths, Areas and Pitches

Ridges = 56 ft (4 Ridges)
 Hips = 124 ft (8 Hips)
 Valleys = 45 ft (4 Valleys)
 Rakes† = 56 ft (8 Rakes)
 Eaves/Starter‡ = 234 ft (14 Eaves)
 Drip Edge (Eaves + Rakes) = 290 ft (22 Lengths)
 Parapet Walls = 0 (0 Lengths)
 Flashing = 12 ft (3 Lengths)
 Step flashing = 62 ft (8 Lengths)
 Predominant Pitch = 6/12
Total Area (All Pitches) = 2,174 sq ft

Property Location

Longitude = -81.2473517
 Latitude = 42.9741509

Notes

This was ordered as a residential property. There were no changes to the structure in the past four years.

Total Roof Facets = 15

† Rakes are defined as roof edges that are sloped (not level).
 ‡ Eaves are defined as roof edges that are not sloped and level.

39 Carfrae St, London, ON N6C1G1

Report: 41563374

Online Maps

Online map of property

http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=39+Carfrae+St,London,ON,N6C1G1

Directions from Heather & Little Limited to this property

http://maps.google.com/maps?f=d&source=s_d&saddr=3205+14th+Ave.,Markham,ON,L3R+0H1&daddr=39+Carfrae+St,London,ON,N6C1G1



1925 • 2020

HEATHER + LITTLE L.T.E

Celebrating 95 Years of Craftsmanship

ESTIMATE

To: Jeff Gard
39 Carfrae St
London, ON N6C 1G1
Attn.: Jeff Gard
Email: [REDACTED]

Date: May 11, 2022

Tel.: [REDACTED]
Fax: [REDACTED]

Re: 39 Carfrae St, London ON

We are pleased to provide the following estimate for the above project as outlined below.

Scope of Services:

Supply the necessary material and labour to perform the following work:

- Remove and dispose of existing pine shingles and asphalt shingle roofing and underlayment down to the existing roof deck.
- It is assumed that there is only one layer of pine shingles and two layers of asphalt shingles existing. If additional layers are present, there will be additional costs.
- Supply and install one ply of peel & stick waterproofing membrane over the sloped roof area.
- Supply and install cedar breather membrane over the roof area.
- Supply and install cedar shake over the roof area.
- Fabricate and install 16 oz Copper metal flashing where required at all necessary roof terminations.
- Install modified bitumen roofing on rear dormer.

All for the sum of \$114,622.00 + HST

Notes:

- Wood deck replacement is not included in this estimate.
- This is a budget price based on the photos provided. Once we complete site inspection, we will review the estimate and revise if necessary.
- A 25% deposit and a signed quotation is required before commencement of any work.
- This price is based on current labor and material prices which are subject to change.
- This price is valid for a period of 30 days from the date stated above.
- This estimate is subject to the attached General Conditions and Terms.
- Acceptance of this estimate indicates agreement to allowing H&L to photograph/video the project during production and upon completion. Photographs or videos of your project may be used from time to time on our website, social media and in email for marketing purposes.

Please do not hesitate to contact us if we can be of further assistance and thank you for the opportunity to provide our services.

Submitted by:

Accepted by:

Per: _____

Per: _____

HEATHER + LITTLE LTD

Marc Jamieson
Heather & Little Limited

Name:

HEATHER + LITTLE LTD

**HEATHER & LITTLE LIMITED (H&L)
GENERAL CONDITIONS - CANADA**

- I. **TERMS OF PAYMENT:** Except when material and labour covered by this quotation are subcontract of a general contract, terms of payment are Net 30 days after completion of described in this quotation. All work will be progress invoiced and will be due upon receipt of the invoice. All the foregoing is subject to approval by our Credit Department.
- II. **DELAYS:** The Vendor is not responsible for delays resolution in whole or in part from transportation tie-ups or delays, priorities, strikes, accidents, riots, war, acts of God, or other causes beyond the Vendor's control.
- III. **PENALTIES:** The Vendor is not subject to penalties or claims for liquidated damages except as may be specifically provided for in this contract.
- IV. **CONTRACT FORM:** In the event that the Purchaser issues his own purchase order or prepares a contract based on this proposal, the conditions contained herein are hereby deemed part of the said purchase order or contract unless accepted there out in writing signed by the Vendor.
- V. **QUOTATION:** Unless stated elsewhere, quotations are valid for a period of 30 days from the date of writing.
- VI. **SUBLETTING A PORTION OF CONTRACT:** The Vendor reserves the right, at his discretion, to sublet all or part of the work covered by this quotation to a reputable third party.
- VII. **INSURANCE:** The Vendor agrees to carry Workers' Compensation and Public Liability policies, insuring during the progress of the operations such liability, which may by law be imposed upon H&L on account of accidents arising from such operations
- VIII. **UNLOADING & STORAGE:** The Purchaser agrees to furnish storage space for materials at no cost to the Vendor.
- IX. **NOTICE FOR COMMENCEMENT OF WORK:** The Purchaser agrees to give the Vendor at least three days clear notice before buildings are ready for the application of Vendor's material, provided always that the Vendor has obtained approval.
- X. **RECEIPT OF MATERIAL ON SUPPLY PROJECTS:** On receiving the Vendor's shipments, the Purchaser is to note the condition of the Vendor's material, the number of pieces, cases, etc. as being in accordance with the transporting company's receipt and note any variances thereon before accepting shipment on supply projects.
- XI. **LIABILITY FOR DAMAGE TO MATERIAL:** The Purchaser is to indemnify the Vendor for all damage to the Vendor's material and finished work on the job resulting from misuse, fire, water, damage, flood, wind damage direct or indirect, hail, lightning, explosion, riots, impact by aircraft or other vehicles, smoke damage, acts of God, or other hazard or risk not caused by the Vendor's forces.
- XII. **HOURS OF WORK:** Unless otherwise stated in writing, the price quoted herein is based on the prevailing workweek for fabrication and erection crews.
- XIII. **COMPLETION & ACCEPTANCE:** Upon completion, the Purchaser agrees to inspect the Vendor's work immediately and to issue an acceptance to the Vendor provided the work has been completed according to the contract.
- XIV. **INSTALLATION:** In all cases, our method of installation is in keeping with the specifications covering this project. Suitable bearing surfaces are the responsibility of other trades and are specifically excluded from our contract. Our quotation is based on the assumption that installation work, once commenced, may be completed without interruption, and that clear access to all work areas are to be provided by the purchaser or their agents.

Begin forwarded message:

From: Lindsay Ralph [REDACTED] >
Subject: London Endowment for Heritage Fund
Date: April 24, 2023 at 11:34:02 AM EDT
To: [REDACTED] >
Cc: "Gonyou, Kyle" [REDACTED] >

Dear Jeff,

I am pleased to advise the London Endowment for Heritage Fund Advisory Committee has approved a \$1000 grant for "remove and replace pine shakes and install cedar shingles" at 39 Carfrae Street.

Please note: your property is protected by a ***Heritage Easement Agreement***. For more information on this please use the contact email below.

A total of 17 applications valued at over \$300,154.49 were received this year. The Advisory Committee attempted to provide support for projects that conserve existing heritage features or restore features that have been removed. In doing so, it recognized the grants may represent only a fraction of what the full project may cost but wanted to show support for owners of designated properties to complete high quality heritage conservation projects.

How to access the grant:

- Please submit your photographs of the completed project and invoices, marked paid, up to the total of \$1000 to the attention of:

Kyle Gonyou, Heritage Planner, City of London
Mail: City of London – Community Planning, Urban Design, and Heritage
6th Floor, City Hall, 300 Dufferin Avenue, PO Box 5035, London,
ON N6A 4L9

Email: heritage@london.ca
Phone: 519-661-2489 x 5344

- Once the invoice submission is received and processed, a cheque for the grant amount will be issued to you from the Trust account which retains the funds.
- The grant must be used within two years (by April 1, 2025).

Thank you for your stewardship of your heritage property.

Lindsay Ralph

c. Kyle Gonyou, Heritage Planner, Community Planning, Urban Design, and Heritage, City of London

Lindsay Ralph (she/her)

Grants Officer

London Community Foundation

P: 519.667.1600 ext 106

W: www.lcf.on.ca

E: [REDACTED]

Check out our latest Annual Report [here](#)

[Subscribe](#) to be notified of LCF grant opportunities
[Click here](#) and [here](#) to find grant opportunities beyond LCF



**CITY OF LONDON
HERITAGE ALTERATION PERMIT
APPLICATION FORM**

Planning and Development
300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9
Tel: 519-930-3500 heritage@london.ca

SECTION D: APPLICANT INFORMATION

Property Owner		
Name JEFF GARD AND DAVID CALOREN		Phone [REDACTED]
Address [REDACTED]		City LONDON
Province ON	Postal Code N6A 2B9	Fax [REDACTED]
E-mail [REDACTED]		
Applicant (complete if Applicant is not the Property Owner)		
Name		Phone
Address		City
Province	Postal Code	Fax
E-mail		
Agent Authorized by the Property Owner to Submit the Application		
Name ELIZABETH CORMIER PROFESSIONAL CORPORATION		Phone [REDACTED]
Address 100 - 140 FULLARTON STREET		City LONDON
Province ON	Postal Code N6A 5P2	Fax [REDACTED]
E-mail [REDACTED]		

Who of the above is the primary contact? Property Owner Applicant Agent



**CITY OF LONDON
HERITAGE ALTERATION PERMIT
APPLICATION FORM**

Planning and Development
300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9
Tel: 519-930-3500 heritage@london.ca

Property Owner's Authorization

This must be completed by the Property Owner if the Property Owner is not completing the Heritage Alteration Permit application. If there are multiple Property Owners, an authorization letter from each Owner (with dated, original signature) is required or each Property Owner must sign the following authorization.

I, (we) JEFFREY GARD AND DAVID CALOREN, being the
Print name(s) of property owner, individual or company
registered Property Owner(s) of the subject lands, hereby authorize
ELIZABETH CORMIER PROFESSIONAL CORPORATION,
Print name of agent and/or company (if applicable)

to prepare and submit a Heritage Alteration Permit application.

Authentisign
JEFF GARD

Authentisign
DAVID CALOREN

Signature

05/12/23

Date



CITY OF LONDON
HERITAGE ALTERATION PERMIT
APPLICATION FORM

Planning and Development
300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9
Tel: 519-930-3500 heritage@london.ca

SECTION E: APPLICANT'S DECLARATION

This section must be completed by the person submitting the Heritage Alteration Permit application in the presence of a Commissioner of Oaths.

I, JEFFREY GARD AND DAVID CALOREN of the
Print name of Applicant

LONDON in the Region/County/District of MIDDLESEX
Print name of City, Town Print name of Region/County/District

solemnly declare that all of the statements contained in this application for a Heritage Alteration Permit at:

39 CARFRAE STREET, LONDON ON
Property address of Heritage Alteration Permit application

and all supporting documents are true and complete, and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

Declared before me at the County of Middlesex, in the Municipality of London,

this 05/12/23 day of 2023

JEFF GARD DAVID CALOREN
Signature of Applicant

Commissioner of Oaths

JEFFREY GARD AND DAVID CALOREN
Print name of Applicant




CITY OF LONDON HERITAGE ALTERATION PERMIT APPLICATION FORM

Planning and Development
300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9
Tel: 519-930-3500 heritage@london.ca

Section F: NOTES FOR DECLARATION


initials

i. The applicant understands that the submission of this application does not guarantee a complete application has been received. Further review of the application will occur, and the applicant may be contacted to provide additional information and/or resolve any discrepancies or issues with the application as submitted.


initials

ii. The applicant grants permission for City of London staff to enter onto the property for the purposes of evaluating this applicant and acknowledges that the Corporation of the City of London, or a representative of the City, will keep a photographic record of the site conditions.


initials

iii. The applicant agrees that the proposed work shall be done in accordance with this applicant and understands that the issuance of the Heritage Alteration Permit pursuant to the *Ontario Heritage Act* shall not be a waiver of any of the provisions of any by-law of the Corporation of the City of London or the requirements of the *Building Code Act, RSO 1980, c.51*.


initials

iv. The applicant acknowledges that in the event that a Heritage Alteration Permit is approved or approved with terms and conditions, any departure from the approval or the term and conditions on the approval as imposed by Municipal Council of the Corporation of the City of London, or its delegated authority, is prohibited and could result in the Heritage Alteration Permit being revoked and charges laid against the property owner for violation of the *Ontario Heritage Act*.


initials

v. The applicant agrees that if the Heritage Alteration Permit is revoked for any cause of irregularity, in the relation to non-compliance with the said agreements, by-laws, acts, or regulations that, in consideration of the issuance of a Heritage Alteration permit, all claims against the Corporation of the City of London and its employees for any resultant losses or damages is hereby expressly waived.

NOTICE OF COLLECTION OF PERSONAL INFORMATION

The personal information collected on this form is collected under the authority of Section 33(2) and Section 42(2.2) of the *Ontario Heritage Act, R.S.O. 1990, c. O.18* and will be used to process your heritage alteration application, contact you in relation to your application, and verify property ownership. Your name ~~and home address~~ will form part of a public agenda and report available on the City of London's website. Other information you provide, such as quotes for repairs, drawing, etc., may also form part of the public agenda/report. Questions about this collection should be addressed to the Manager, Heritage at 300 Dufferin Avenue, PO Box 5035, London, ON N6A 4L9. Tel: Tel: 519-930-3500, email: heritage@london.ca







**CITY OF LONDON
HERITAGE ALTERATION PERMIT
APPLICATION FORM**

Planning and Development
300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9
Tel: 519-930-3500 heritage@london.ca

OFFICE USE ONLY

Complete Application: (date of receipt) _____

Approval Type: Delegated Authority By-law

Municipal Council

Related Applications: Building Permit Sign Permit other _____

Reviewed by: _____ Pre-consultation (date): _____

CACP (date): _____ PEC (date): _____ Municipal Council (date): _____

AMANDA entry: (date): _____

Work completed, Terms & Conditions fulfilled: (date): _____