

June 3, 2014

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

Attention: **Terry Grawey**
Manager Development Services

Re: **Suggested Changes to Special Provisions for Chelsea Green Subdivision**
39T-02511 (1 Terrace Street)

Further to our discussions regarding with the proposed special provisions of the subdivision agreement for this development related to methane, we provide the attached markup of the clauses we suggest should be changed.

The main issue relates to the responsibility for the monitoring and maintenance of the proposed methane barrier (Clause 28 a) and the interpretation of Draft Plan condition 79.

Condition 79 addresses two situations, methane found on the site and methane protection from adjacent sites. Paragraph one (1) outlines the need for a report to identify measures needed to provide protection for methane.

EXP has confirmed that methane protection measures are not required for the site but that a barrier is required to protect against migration of methane generated on adjacent land. City staff, EXP and Comcor have agreed to a barrier design that satisfies this requirement. Paragraph two (2) outlines the approvals and certifications required prior to assumption by the City.

Paragraph three (3) outlines requirements for providing protection for methane gas found on site. EXP has confirmed that no protection measures are needed on site. The City has standard clauses 9 and 27 ah) that cover a situation where methane is found on a building lot or block when building construction occurs.

Based on Condition 79, clause 28 a) should be modified as noted;

- i) Payment is for monitoring and repairs.
- ii) Acceptable
- iii) Removed
- iv) Removed
- v) Adjusted as discussed with you and noted.

Related to this is Clause 28 am) where the last sentence should be removed as the Owner is not responsible for monitoring and maintenance and the easement is not needed. Clause 28 an) then is not needed.

The other concern relates to Clause 28 al) and it should be removed.

EXP has completed site testing and cleanup and a Record of Site condition was issued and accepted by the MOE. Additional testing prior to the issuance of building permits for these lots is not required. The City has standard clauses related to building construction and testing required if deposits of organic material or refuse are found.

In addition, testing will be conducted during site servicing as required if refuse is encountered and EXP will provide recommendations to address the situation.

We thank you for reviewing our concerns. We know that the City and the Owner have been working to provide the best solution for the City and future home owners. The Owner has agreed to a barrier design that is more than recommended by EXP and agreed to pay a sum for monitoring and maintenance more than recommended by EXP to meet the City's concerns. We hope that we can now finalize clauses to allow the development to move forward.

We are available to meet this afternoon prior to the meeting to discuss these changes. Please contact our office at 519-963-0531.

Yours truly,
Ricor Engineering Ltd.


per Rick Dykstra, P.Eng.



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SCHEDULE C – SPECIAL PROVISIONS

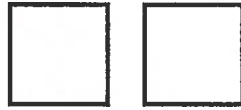
28. PART II – SPECIAL PROVISIONS

The Owner shall make all payments, carry out and perform all the works and satisfy all the provisions hereinafter set out in these Special Provisions.

- (a) Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following accounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
- (i) A sum of \$54,000 to compensate the City to undertake regular or routine monitoring and ~~minor repairs to the exposed elements of the methane gas control system, such repairs defined for the purposes of this Agreement to be repairs in an amount not exceeding \$4,000 in any given year, for a period of 35 years,~~
 - (ii) The foregoing monitoring shall include regular monitoring which initially shall be at least six (6) times annually and after the first two (2) years shall be at least annually and shall include an annual report of the monitoring results to the Owner, and to benefitting or potentially affected future owners, to be delivered to the owners of Lots 1, 45, 46, 47, 50, 57 and 58 of this Plan,
 - (iii) ~~Major repairs, including maintenance, reconstruction, re-design or repairs or excavations of the methane gas control facility in an amount exceeding \$4,000 in any given year be performed by and at the sole and exclusive cost of the Owner, which is defined to be jointly and severally and to include the developer Aar-Con Enterprises Corp., and all benefitting Lot owners described as Lots 1, 45, 46, 47, 50, 57 and 58 of this Plan,~~
 - (iv) ~~Notwithstanding any other provision of this Agreement the Owner and the City agree that the Owner and all benefitting Lot owners described as Lots 1, 45, 46, 47, 50, 57 and 58 of this Plan, shall be jointly and severally responsible to maintain the methane gas control system in perpetuity, at no cost to the City, at the conclusion of the foregoing 35-year period, and~~
 - (v) The Owner acknowledges and agrees that the City will not be required to undertake any removal of the landfill material or undertake any site remediation of the City owned property adjacent and directly east of the Chelsea Green Subdivision. *by the owner or subsequent owners*
- (b) If the Owner alleges an entitlement to any reimbursement or payment from the City's Capital Works Budget as a result of the terms hereof, the Owner may, upon approval of this Agreement, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer and the Director – Development Finance and the payment will be made pursuant to any policy established by Council to govern the administration of the said Capital Works Budget.

The anticipated reimbursements from the Budget are:

- For the cost of replacing the existing sanitary sewer, to the specifications of the City Engineer, from Brookside Street to proposed manhole SA9, approximately 5 metres west of the Yvonne Crescent road allowance (Wastewater and Engineering Division Budget), the estimated cost of which is \$60,000, limited to this maximum amount, upon completion of the said works. The Owner acknowledges that the City's share is based



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- al) ~~Prior to the issuance of any Certificate of Conditional Approval for any buildings on any Lots within 50 metres of land purchased by City (eg. Lots 1 to 11 both inclusive, 33 to 50 both inclusive and 52 to 58, both inclusive), the Owner shall conduct a bar test for methane gas. Prior to the issuance of any Certificates of Conditional Approval on these lots, construction of any building on these Lots and Blocks shall only proceed if the bar test indicates no methane gas was found. If the presence of methane gas was/is found, the Owner shall hire a professional engineer to recommend abatement measures to ensure that the buildings constructed within this Plan shall be protected from said methane gas. Abatement measures shall include but not be limited to, measures required by the Ontario Building Code. Should the Owner's professional engineer's recommendation require certain works to be undertaken by the Owner, the Owner shall have it's professional engineer design and inspect the works recommended and supply the City Engineer with a Certificate upon their completion and prior to assumption of the subdivision by the City, stating that the facilities recommended were installed and/or carried out in accordance with the professional engineer's recommendations.~~
- am) Prior to the issuance of any Certificates of Conditional Approval for Lots 44 to 50, both inclusive, a gas barrier complemented with a venting system shall be installed between the lands owned by the City and the lands owned by the Owner of this Plan of subdivision. The design of the gas barrier and venting system must be approved by the City Engineer, and constructed and monitored in accordance with the approved design. ~~The Owner shall obtain an easement from the City to construct the gas barrier and venting system and be responsible for the ongoing maintenance and monitoring of the system, all to the satisfaction of the and at no cost to the City.~~
- an) ~~The City agrees to provide the Owner and the foregoing benefiting land owners with an easement estimated to be approximately six (6) metres over City owned lands, (described as Parts _____ on Plan 33R-_____), for the purpose of installing a methane gas control facility recommended by the Owner's professional engineer as illustrated in a drawing by EXP, dated February 2014 entitled, "Methane Gas Barrier and Collection Trench layout", as amended from time to time, all to the satisfaction of the City, and at no expense to the City.~~
- ~~The Owner acknowledges that the foregoing easement located on City property can only be accessed by the Owner or benefiting property owners with the prior written consent of the City.~~
- ao) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall have their qualified consultant certify that the recommendations contained in the Owner's consultant's report entitled "Sampling and Action Plan, 1 Terrace Street London, Ontario" dated June 22, 2012, as accepted by the Ontario Municipal Board, have been implemented with respect to the processes to occur on the site during construction, and any potential contamination impacts that may be anticipated or experienced as a result of the said development construction.
- ap) The Owner shall provide adequate temporary measures, if necessary, such as easements, catchbasins, grading, erosion and sediment control measures, etc. to address any grading or drainage issues that may arise along the boundary of this Plan.
- aq) The Owner shall remove any temporary works when no longer required and restore the land, at no cost to the City, to the specifications and satisfaction of the City.
- ar) The Owner shall not grade into any open space lands, unless otherwise approved by the City. In instances where this is not practical or desirable, any

the plan.

78. With respect to any services and/or facilities constructed in conjunction with this plan, the Owner shall permit the connection into and use of the subject services and/or facilities by outside owners whose lands are served by the said services and/or facilities, prior to the said services and/or facilities being assumed by the City.
79. The Owner recognizes that this site has been confirmed as being in close proximity to a former landfill site or other possible methane gas producing areas. To this effect, the Owner shall have a professional engineer, experienced in the investigation and design of the ways and means of detecting and providing protection against methane or other gases which may be present on this site or generated on adjacent lands, investigate and report on the area to the City Engineer and the Chief Building Official prior to the issuance of a Certificate of Conditional Approval on this plan.

Should the report indicate the presence of methane gas or the potential for methane gas migration on to the site, then the Owner agrees to follow any recommendations contained in this report to ensure that the buildings constructed on this plan will be well protected from any methane gas or other deleterious effect which may occur as a result of the possible presence of organic materials or methane gas in this area which may include construction of a barrier. Should the engineer's recommendation require that certain works be undertaken by the Owner, then the Owner is to have the professional engineer design and inspect the works recommended and supply the City with a certificate upon their completion and prior to assumption of the subdivision by the City, stating that the facilities recommended were installed and/or carried out in accordance with his recommendations. The report shall also include measures to control the migration of any methane gas to or from lands abutting this plan.

The Owner shall comply with all the recommendations of the engineer's report with respect to methane gas testing and for providing protection against any methane gas present on the site. Should a mechanical venting system or other facilities be recommended by the engineer to provide protection to any of the buildings within this plan, the system or facilities must be approved by the appropriate branch of the Ministry of the Environment. In the event that a mechanical venting system or other facility is required, the Owner shall register a covenant on the title of each affected lot and block, to the effect that the owners of the subject lots and blocks must have the required system or facilities designed, constructed and monitored as recommended by the Owner's professional engineer and approved by the City, and that the owner must maintain the installed system or facilities in perpetuity, at no cost to the City. The Owner shall further undertake to include a condition in the deed of each lot which is not built on or sold prior to assumption of this plan and is affected by the professional engineer's recommendation, to the effect that the lot is affected by the recommendations in the engineer's report with respect to methane or other gases, and that any required works affecting the lot must be certified by a qualified professional engineer when construction of the required works is complete.

80. The Owner shall have its engineer notify existing property owners in writing, regarding the sewer and/or road works proposed to be constructed on existing City streets in conjunction with this subdivision, all in accordance with Council policy for "Guidelines for Notification to Public for Major Construction Projects".
81. If this plan is developed in phases and any temporary measures are required, these temporary measures shall be constructed to the specifications and satisfaction of the City.
82. All costs related to the plan of subdivision shall be at the expense of the Owner, unless specifically stated otherwise in this approval.
83. The Owner shall remove any temporary works when no longer required and restore the land, at no cost to the City, to the specifications and satisfaction of the City.

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84. In conjunction with the Engineering Drawings submission, the Owner shall provide all