

August 22, 2014

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

Attention: **Larry Mottram**

Re: **39T-02511 – Chelsea Green Meadows, 1 Terrace Street**  
**Subdivision Agreement – Special Provisions**

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We have reviewed the special provisions of the subdivision agreement that were sent to us on August 14, 2014 and are scheduled to appear before the Planning and Environment Committee on August 26, 2014. In our meetings with City staff we have not been able to come to an agreement on a number of clauses.

We have requested that the Planning & Environment Committee make its recommendation so that we can have the Ontario Municipal Board provide a decision.

The following list explains which clauses we disagree with.

**Clause 28.(a)** City staff are requiring that we install a more comprehensive system than recommended by our geotechnical consultant. This system proposed by the City requires approval from the Ministry of Environment, whereas the system proposed by our consultant does not. The Owner should not be required to pay the additional cost for the system that was requested by the City, or for any delays that are experienced due waiting for approval from the Ministry of Environment.

The Owner should not be required to assume responsibility to maintain measures that protect new lots from methane gas generated from the neighboring (City-owned) land.

Both the Owner's consultant and City staff support the Barrier being installed on the City-owned parkland, however the owner should not be responsible to obtain an easement for the system.

**Clause 28.(b)** The Owner should not be required to pay the additional cost for the system that was requested by the City, or for any delays that are experienced due waiting for approval from the Ministry of Environment.

**Clause 28.(c)** The owner should not be responsible to obtain an easement for the system.

**Clause 28.(e)** Owners of new lots should not be responsible to maintain the system that prevents migration of methane on to the site.

**Clause 28.(f)(i) through (iv)** The Owner nor owners of new lots should have no responsibility for long-term monitoring or maintenance of the system that prevents migration of methane gas from adjacent lands.

**Clause 28.(r)** Nitrile gaskets are not warranted based on EXP's recommendation.

**Clause 28.(au)** We do not agree that material to support maintenance access should be required on private property (Block 67), nor should fencing be required on the side lot lines of Lots 19 & 20.

**Clause 28.(av)** We do not agree that a fence should be constructed along the northern lot lines of lots 9 through 21. We propose that monuments be installed to delineate the property line and thus avoid removal of trees and other vegetation which are situated part-way down the slope at the north limit of the site.

Should you have any questions, please contact our office at 519-963-0531.

Yours truly,  
**Ricor Engineering Ltd.**

  
per Julian Novick, EIT

cc Geoff Belch, City of London  
Fred Tranquilli  
Aar-Con Enterprises  
Tridon Group