

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P. Eng
Managing Director, Development & Compliance Services and
Chief Building Official

Subject: Application By: Speyside East Corporation
Talbot Village Subdivision – Phases 1, 1A, 1B, 2, 3 and 4
39T-00514 and 39T-13501 – Amending Amendments

Meeting on: November 12, 2018

Recommendation

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the Subdivision Agreements and Amending Subdivision Agreements between The Corporation of the City of London and Speyside East Corporation, for the subdivision of land referred to as Talbot Village Community, located on the north side of Pack Road, east of Colonel Talbot Road:

- (a) the attached Amending Agreement between The Corporation of the City of London and Speyside East Corporation **BE APPROVED** for Talbot Village Phase 1A (Plan 33M-458); subdivision agreement;
- (b) the attached Amending Agreement between The Corporation of the City of London and Speyside East Corporation **BE APPROVED** for Talbot Village Phase 1B (Plan 33M-494); subdivision agreement;
- (c) the attached Amending Agreement between The Corporation of the City of London and Speyside East Corporation **BE APPROVED** for Talbot Village Phase 2 (Plan 33M-624); subdivision agreement;
- (d) the attached Amending Agreement between The Corporation of the City of London and Speyside East Corporation **BE APPROVED** for Talbot Village Phase 3 (Plan 33M-562); subdivision agreement; and
- (e) the attached Amending Agreement between The Corporation of the City of London and Speyside East Corporation **BE APPROVED** for Talbot Village Phase 4 (Plan 33M-684), subdivision amending agreement;
- (f) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any further amending agreements and all documents required to fulfil its conditions.
- (g) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Purpose

The Subdivision Agreements for the Talbot Village Subdivision (39T-00514 and 39T-13504) were approved in 2002 (Phase 1), 2004 (Phase 1B), 2006 (Phase 3), 2010 (Phase 2), and 2015 (Phase 4). As a condition of the agreement, the Developer was required to construct a temporary pumping station to service the lands within this development at their sole expense and to later transfer the pumping station to the City.

Through the initial Subdivision Agreement in 2002, the City was identified as the party responsible for the maintenance and operations of the temporary pumping station and forcemain with the developer responsible for all costs incurred. These conditions were

carried forward in all subsequent Subdivision Agreements with the intention that this arrangement would end when the permanent sanitary outlet became available.

This Amending Agreement report addresses the necessary administrative actions required to allow the transfer of operations of the temporary pump station to occur in time for the construction of the permanent pumping station and forcemain.

Background

Property Description:

The Talbot Village Subdivision is located on the north side of Pack Road, east of Colonel Talbot Road

Draft plan approval with conditions was granted for the Talbot Village Subdivision lands on October 11, 2001. The draft plan consisted of a 576 single detached lots and a 19 blocks, which consisted of mixed used developments, a school site, SWM lands, open space lands and park lands.

Final Approvals relating to the draft plan have occurred as follows:

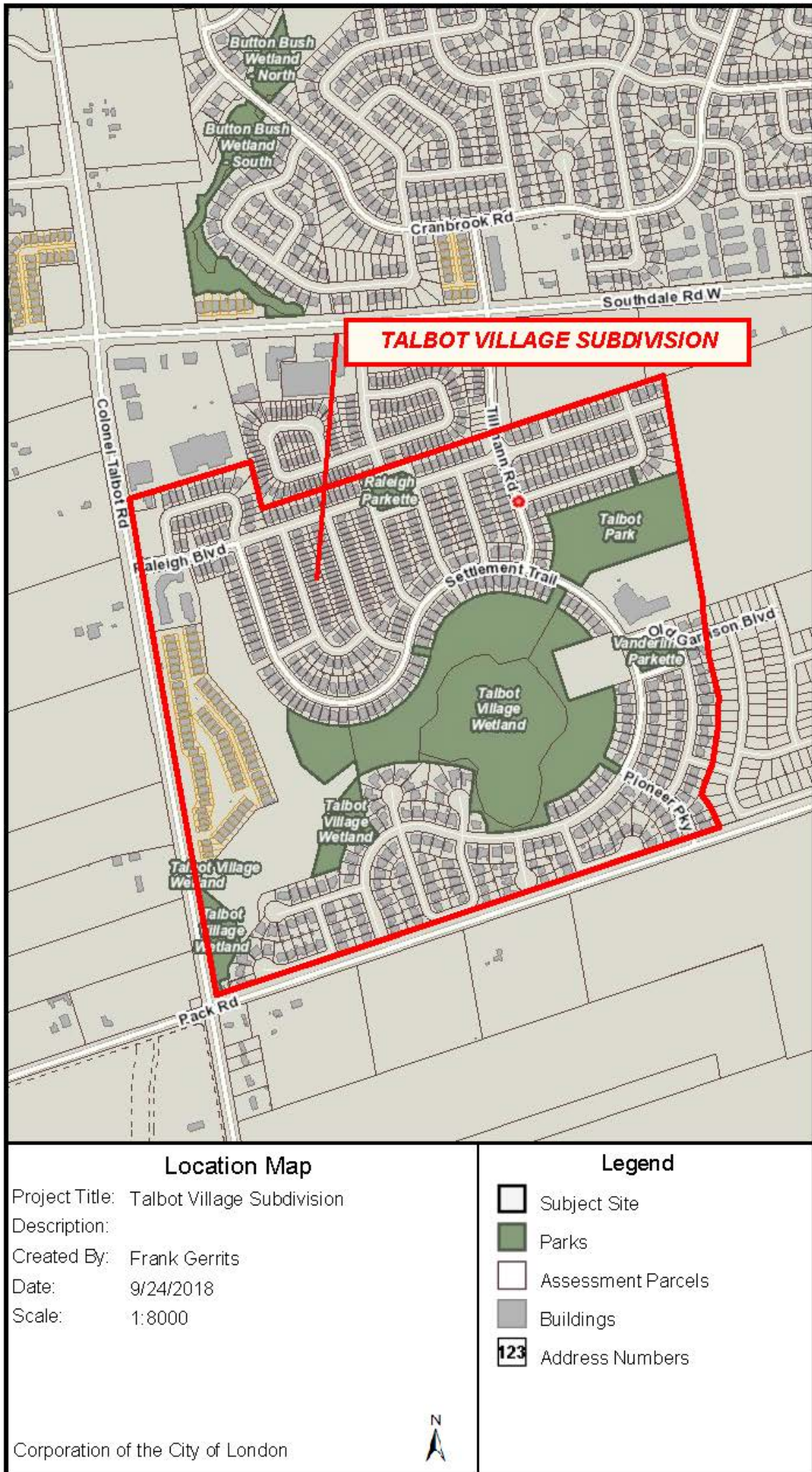
- Phase 1A was registered on December 20, 2002 as Plan 33M-458;
- Phase 1B was registered on July 20, 2004, as Plan 33M-494;
- Phase 2 was registered on December 9, 2010, as Plan 33M-624;
- Phase 3 was registered on January 16, 2007, as Plan 33M-562; and
- Phase 4 was registered on September 28, 2015, as Plan 33M-684.

Temporary Pumping Station and Existing Sanitary Capacity

This development relies on a temporary pumping station that was constructed by the Speyside East Corporation under the Talbot Village Phase 1A agreement executed in 2002. The pump station construction was granted approval as a temporary measure to allow the Talbot Village development to move forward in advance of a permanent sanitary treatment solution for the southwest area of the city. At the time, the Southside Pollution Control plant was considered to be the ultimate solution. Since that time, the Southwest Area Plan has been completed, along with the Southwest Area Sanitary Servicing Study (SASS) and the 2014 Development Charges Background Study (DCBS). Through the SASS and the 2014 DCBS, an alternate solution was identified that includes a 2019 GMIS project to construct the Colonel Talbot Pumping Station and forcemain. When this work is complete, the temporary Talbot Village Pumping Station can be decommissioned and wastewater flows from this development can be accommodated by the new, City constructed and DC funded, pumping station and forcemain.

The subdivision agreement amendments will address all administrative matters necessary to reflect the ultimate servicing solution and the decommissioning of the Talbot Village Pumping Station.

Figure 1: Location map of Talbot Village



Prepared by:	Matt Feldberg, CET, MPA Manager, Development Services (Subdivisions)
Reviewed and Recommended by:	Paul Yeoman, RPP, PLE Director, Development Services
Concurred in by:	Scott Mathers, MPA, P.Eng. Director, Water and Wastewater
Submitted by:	George Kotsifas, P.Eng. Managing Director, Development and Compliance Services and Chief Building Official
Note: The opinions contained herein are offered by a person or persons qualified to provide expert opinion. Further detail with respect to qualifications can be obtained from Development Services.	

November 6, 2018

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THIS AGREEMENT made, in triplicate, this _____ day of _____, 2018.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the City)

OF THE FIRST PART

AND

SPEYSIDE EAST CORPORATION
a Company incorporated under the laws
of the Province of Ontario
(hereinafter called the Owner)

OF THE SECOND PART

WHEREAS the Parties hereto have entered into a certain Subdivision Agreement dated the 4th day of September, 2002, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 10th day of January, 2003, as Instrument Number ER201867, respecting the lands more particularly described in Schedule "A" attached hereto and other lands, ("Phase 1A Agreement");

WHEREAS the Parties hereto have entered into a certain Subdivision Agreement dated the 18th day of May, 2004, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 20th day of July, 2004, as Instrument Number ER301093, respecting the lands more particularly described in Schedule "A" attached hereto and other lands, ("Phase 1B Agreement");

WHEREAS the Parties hereto have entered into a certain Subdivision Agreement dated the 27th day of July, 2010, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 15th day of September, 2010, as Instrument Number ER728710, respecting the lands more particularly described in Schedule "A" attached hereto and other lands, ("Phase 2 Agreement");

WHEREAS the Parties hereto have entered into a certain Subdivision Agreement dated the 25th day of July, 2006, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 27th day of September, 2006, as Instrument Number ER459806, respecting the lands more particularly described in Schedule "A" attached hereto and other lands, ("Phase 3 Agreement");

WHEREAS the Parties hereto have entered into a certain Subdivision Agreement dated the 29th day of June, 2015, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 20th day of October, 2015, as Instrument Number ER477356, respecting the lands more particularly described in Schedule "A" attached hereto and other lands, ("Phase 4 Agreement");

AND WHEREAS the Phase 1A Agreement, the Phase 1B Agreement, the Phase 2 Agreement, the Phase 3 Agreement and the Phase 4 Agreement are herein collectively referred to as the "Subdivision Agreements";

AND WHEREAS it is deemed expedient to amend the Subdivision Agreements, as previously amended by the Subdivision Amending Agreements;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Owner to the City, the receipt whereof is hereby acknowledged, the City and the Owner covenant and agree that the Subdivision Agreements, as previously amended by the Subdivision Amending Agreements be and the same are hereby amended as follows:

1. That Phase 1A Subdivision Agreement, Part I – Section 24 be amended to read:

24: NOTICE

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City to: **Speyside East Corporation, c/o Southside Group, 75 Blackfriars Street, London, Ontario N6H 1K8** and in the case of notice given by the Owner, addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9. Notice shall conclusively be deemed to have been given on the day that the same is posted.

Wherever in this Agreement the City is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman, superintendent or other servant of the Owner, and if the City shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

2. That Phase 1A Subdivision Agreement, Part II – Special Provisions, Section 27, Clause (h) be deleted in its entirety:

(h) The subdivider agrees to advise the City in writing at least two weeks prior to connecting, either directly or indirectly, into any unassumed services constructed by a third party, and to save the City harmless from any damages that may be caused as a result of the connection of the services from this subdivision into any unassumed services.

Prior to any connection being made to an unassumed service, the following will apply:

(i) The unassumed services must be completed and Conditionally Accepted by the City;

(ii) The subdivider must have a video inspection completed on all affected unassumed sewers;

(iii) All MOE Certificates of Approval associated with the subdivider's proposed servicing works and all applicable permits must be obtained.

The subdivider further agrees to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed sewers or SWM facilities (if applicable) to third parties that have constructed the services and/or facilities, to which the subdivider is connecting. The above-noted proportional share of the cost shall be based on contributing flows for sewers or on storage volume in the case of a SWM facility. The subdivider's payments to third parties, shall:

- (i) *commence upon completion of the subdivider's service work connections to the existing unassumed services; and*
- (ii) *continue until the time of assumption of the affected services by the City.*

3. That Phase 1A Subdivision Agreement, Part II – Special Provisions, Section 27, Clause (i) be deleted in its entirety:

- (i) *With respect to any services and/or facilities constructed in conjunction with this plan, the subdivider agrees to permit the connection into and use of the subject services and/or facilities by outside owners whose lands are serviced by the said services and/or facilities, prior to the said services and/or facilities being assumed by the City.*

The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, and agreement by the outside owner to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed services and/or facilities.

4. That Phase 1A Subdivision Agreement, Part II – Special Provisions, Section 27, Clause (r) be deleted in its entirety:

- (r) *It is hereby acknowledged that this plan is currently located within the Oxford Pollution Control Plant sewerage shed. It is further acknowledged that treatment capacity at the said Plant is available for this plan as at September 3, 2002 and will be reserved for this plan provided this plan and this agreement are registered within one (1) year of September 3, 2002, i.e. before September 3, 2003.*

In the event that this plan and this agreement are not registered before September 3, 2003, or in the event construction of municipal services within this plan does not begin with one (1) year from the time of registration of the plan, i.e. before September 3, 2004, then the reserved treatment capacity in the said Plant will be forfeited and the subdivider must reapply for treatment capacity to be reserved for this plan.

The subdivider hereby agrees that the City will not issue building permits for lots in this plan unless there is treatment capacity reserved at the Oxford Pollution Control Plant for this plan.

5. That Phase 1A Subdivision Agreement, Part II – Special Provisions, Section 27, Clause (s) be deleted in its entirety:

- (s) *The subdivider acknowledges that the ultimate sanitary outlet to service this plan is the future trunk sanitary sewer along Colonel Talbot Road, which will flow southerly to the future Southside Pollution Control Plant. Until those facilities are available, in order to provide an outlet for this plan, a temporary servicing strategy has been accepted which includes the provision of a temporary sanitary pumping station located within this plan, discharging to the Oxford Sewage Treatment Plant via the Byron Pumping Station.*

The subdivider hereby agrees to construct the sanitary sewers in this plan to the identified outlet, to the specifications of the City Engineer. The subdivider further agrees to construct all sanitary sewers required in conjunction with this plan to be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.

6. That Phase 1A Subdivision Agreement, Part II – Special Provisions, Section 27, Clause (t) be deleted in its entirety:

- (t) *The subdivider agrees to pay the City to operate and maintain the temporary pumping station and forcemain. The subdivider agrees to continue to pay to the City the cost of operating and maintaining the temporary pumping station*

until such time that the permanent sewer outlet is available and this temporary pumping station is decommissioned. To this effect, the City shall continue to hold sufficient security for these costs. The security required to operate and maintain the pumping station will be \$120,000 for the expected life of the pumping station. The subdivider will be required to also provide funds to the City, in the amount of \$30,000, for the decommissioning and removal of the temporary pumping station, abandonment of the temporary forcemain, connection of the gravity sanitary sewers to the permanent future sanitary trunk sewer, and all other costs associated with the transfer of flows to the permanent system.

7. That Phase 1A Subdivision Agreement, Part II – Special Provisions, Section 27, Clause (u) be deleted in its entirety:

(u) The subdivider will be responsible for all works and associated costs for the temporary modifications as required to the Southwinds pumping station to change over to single stage pumping and the subsequent reversal to the original condition. Additional details will be required on how the Southwinds pumping station is to be modified. The City's Environmental Services Department will need to be consulted regarding the details of the proposal. No building permits shall be issued prior to these modifications being completed. The City will hold security of \$20,000 for these costs.

8. That Phase 1A Subdivision Agreement, Part II – Special Provisions, Section 27, Clause (v) be deleted in its entirety:

(v) The subdivider hereby acknowledges that, although it will install the temporary pumping station and forcemain at its expense as required herein, the City is the sole operator of the temporary pumping station and forcemain. To this effect, the subdivider and the City agree to enter into a separate agreement addressing how the subdivider and the City will manage any excess residual capacity of the temporary pumping station that is not required for this plan, either prior to the assumption of this plan or prior to other lands being serviced by the temporary pumping station, whichever comes first. The said agreement shall be in effect until the time sanitary sewage flows from this plan are no longer directed through this temporary pumping station as determined by the City Engineer.

9. That Phase 1B Subdivision Agreement, Part I – Section 24 be amended to read:

24: NOTICE

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City to: **Speyside East Corporation, c/o Southside Group, 75 Blackfriars Street, London, Ontario N6H 1K8** and in the case of notice given by the Owner, addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9. Notice shall conclusively be deemed to have been given on the day that the same is posted.

Wherever in this Agreement the City is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman, superintendent or other servant of the Owner, and if the City shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

10. That Phase 1B Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (h) be deleted in its entirety:

(h) The owner acknowledges that this plan is located within the Oxford Pollution Control Plant sewerage shed. The owner further acknowledges that treatment capacity at the said Plant is available for this plan as at May 10,2004 and will be reserved for this plan provided this plan and this agreement are registered within one (1) year of May 10,2004, i.e. before May 10, 2005.

To this effect, the owner agrees that in the event that this plan and this agreement are not registered before May 10, 2005, then the reserved treatment capacity in the said Plant may be forfeited as determined by the City Engineer and the owner must reapply to the City to have reserved sewage treatment capacity reassigned to this plan.

The owner further agrees that the City will not issue building permits for this plan unless there is treatment capacity reserved at the Oxford Pollution Control Plant for this plan.

11. That Phase 1B Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (i) be deleted in its entirety:

(j) *The owner acknowledges that the sanitary outlet to service this plan is the existing 450 mm (18 inch) diameter sanitary sewer on Settlement Trail (33M-458) which outlets to the temporary Talbot Village Pumping Station, via the Byron Pumping Station and the Oxford Pollution Control Plant . The ultimate outlet for this plan of subdivision and the downstream sewers is the future Southland Pollution Control Plant. To this effect, the owner hereby agrees to construct the sanitary sewers in this plan to that outlet sewer, to the specifications of the City Engineer. The owner further agrees to construct all sanitary sewers required in conjunction with this plan to be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.*

12. That Phase 1B Subdivision Agreement, Part II – Special Provisions, Section 27, Clause (j) be deleted in its entirety:

(j) *The owner agrees to advise the City in writing at least two weeks prior to connecting, either directly or indirectly, into any unassumed services constructed by a third party, and to save the City harmless from any damages that may be caused as a result of the connection of the services from this subdivision into any unassumed services.*

Prior to any connection being made to an unassumed service, the following will apply:

- (i) *The unassumed services must be completed and Conditionally Accepted by the City;*
- (ii) *The owner must have a video inspection completed on all affected unassumed sewers;*
- (iii) *All MOE Certificates of Approval associated with the owner's proposed servicing works and all applicable permits must be obtained.*

The owner further agrees to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed sewers or SWM facilities (if applicable) to third parties that have constructed the services and/or facilities, to which the owner is connecting. The above-noted proportional share of the cost shall be based on contributing flows for sewers or on storage volume in the case of a SWM facility. The owner's payments to third parties, shall:

- (iv) *commence upon completion of the owner's service work connections to the existing unassumed services; and*
- (v) *continue until the time of assumption of the affected services by the City.*

13. That Phase 1B Subdivision Agreement, Part II – Special Provisions, Section 27, Clause (k) be deleted in its entirety:

(k) *With respect to any services and/or facilities constructed in conjunction with this plan, the owner agrees to permit the connection into and use of the subject services and/or facilities by outside owners whose lands are serviced by the*

said services and/or facilities, prior to the said services and/or facilities being assumed by the City.

The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, and agreement by the outside owner to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed services and/or facilities.

14. That Phase 2 Subdivision Agreement, Part I – Section 24 be amended to read:

24: NOTICE

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City to: **Speyside East Corporation, c/o Southside Group, 75 Blackfriars Street, London, Ontario N6H 1K8** and in the case of notice given by the Owner, addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9. Notice shall conclusively be deemed to have been given on the day that the same is posted.

Wherever in this Agreement the City is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman, superintendent or other servant of the Owner, and if the City shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

15. That Phase 2 Subdivision Agreement, Part I – General Provisions, Section 27, Clause (y) be deleted in its entirety:

- (y) *The Owner shall pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed sewers or SWM facilities (if applicable) to third parties that have constructed the services and/or facilities, to which the Owner is connecting. The above-noted proportional share of the cost shall be based on design flows, to that satisfaction of the City Engineer, for sewers or on storage volume in the case of a SWM facility. The Owner's payments to third parties, shall:*
- i. *commence upon completion of the Owner's service work connections to the existing unassumed services; and*
 - ii. *continue until the time of assumption of the affected services by the City.*

16. That Phase 2 Subdivision Agreement, Part I – General Provisions, Section 27, Clause (z) be deleted in its entirety:

- (z) *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 serviced by the said services and/or facilities, prior to the said services and/or facilities being assumed by the City.*

The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, including the granting of any servicing easements that are required by other outside owners whose lands are to be connected to the subject services, and agreement by the outside owner to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed services and/or facilities.

17. That Phase 2 Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (r) be deleted in its entirety:

- (r) *Sewage treatment capacity at the Oxford Pollution Control Plant is available for this Plan as of July 19, 2010 and will be reserved by the City for this Plan provided this Plan and this Agreement are registered before July 19, 2011.*

In the event that this Plan and this Agreement are not registered before July 19, 2011, then the reserved treatment capacity in the Plant may be forfeited in the absolute discretion of the City Engineer and in the event of such forfeiture, the Owner shall apply to the City to have sewage treatment capacity allocated to this Plan, if such capacity is available at that time.

The Owner acknowledges that sewage treatment capacity at the Oxford Pollution Control Plant must be allocated for this Plan prior to the Owner's application for building permits in this Plan.

18. That Phase 2 Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (s) be deleted in its entirety:

- (s) *The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the existing sanitary sewage system being the 200 mm (8 inch) diameter sanitary sewer on Crane Avenue at the south limit of the Plan and the 400 mm (18 inch) diameter sanitary sewer at the intersection of Settlement Trail and Pomeroy Lane at the west limit of the Plan, all serviced by a temporary pumping station on Block 138 in Plan 33M-458. The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.*

19. That Phase 2 Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (v) be deleted in its entirety:

- v. *Prior to issuance of a Certificate of Conditional Approval for this Plan, the downstream sanitary remedial works under separate agreement approved by Municipal Council on May 25, 2009 between the City and Speyside East Corporation are to be completed to the satisfaction of the City Engineer at no cost to the City.*

bd. *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 serviced by the said services and/or facilities, prior to the said services and/or facilities being assumed by the City.*

The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, including the granting of any servicing easements that are required by other outside owners whose lands are to be connected to the subject services, and agreement by the outside owner to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed services and/or facilities.

20. That Phase 3 Subdivision Agreement, Part I – Section 24 be amended to read:

24: NOTICE

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City to: **Speyside East Corporation, c/o Southside Group, 75 Blackfriars Street, London, Ontario N6H 1K8** and in the case of notice given by the Owner, addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9. Notice shall conclusively be deemed to have been given on the day that the same is posted.

Wherever in this Agreement the City is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman, superintendent or other

servant of the Owner, and if the City shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

21. That Phase 3 Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (l) be deleted in its entirety:

(l) *Sewage treatment capacity at the Oxford Pollution Control Plant is available for this plan as at July 24, 2006 and will be reserved by the City for this Plan provided this Plan and this Agreement are registered before July 24, 2007.*

In the event that this Plan and this Agreement are not registered before July 24, 2007, then the reserved treatment capacity in the Plant may be forfeited in the absolute discretion of the City Engineer and in the event of such forfeiture, the Owner shall apply to the City to have sewage treatment capacity assigned to this Plan, if such capacity permits in this Plan.

The Owner acknowledges that sewage treatment capacity at the Oxford Pollution Control Plant must be allocated for this Plan prior to the Owner's application for building permits in this Plan.

22. That Phase 3 Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (m) be deleted in its entirety:

(m) *The Owner shall construct the sanitary sewers to service the Lots in this Plan and connect them to the existing 525 mm (21 inch) diameter sanitary sewer located west of this Plan located in Block 138 of Plan 33M-458. The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.*

23. That Phase 3 Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (n) be deleted in its entirety:

(n) *The Owner agrees to pay the City to construct necessary remedial downstream works at the Owner's expense to provide network conveyance capacity for this plan at an estimated cost of \$71,000 and at no cost to the City. The estimated amount is payable at the time of registration. If the actual cost exceeds the estimated cost, the Owner must pay any excess amount to the City at the completion of the project and prior to the issuance of a Certificate of Conditional approval for this Plan. In no circumstance, are the remedial works to be at the cost of the City.*

24. That Phase 3 Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (p) be deleted in its entirety:

(p) *The Owner shall pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed sewers or SWM facilities (if applicable) to third parties that have constructed the services and/or facilities, to which the Owner is connecting. The above-noted proportional share of the cost shall be based on contributing flows for sewers or on storage volume in the case of a SWM facility. The Owner's payments to third parties, shall:*

i. *commence upon completion of the Owner's service work connections to the existing unassumed services; and*

ii. *continue until the time of assumption of the affected services by the City.*

Alternatively, the Owner may make private arrangements with the third parties to satisfy the above requirements, and provide details of these arrangements to the City Engineer.

25. That Phase 3 Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (q) be deleted in its entirety:

(q) *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 serviced by the said services and/or facilities, prior to the said services and/or facilities being assumed by the City.*

The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, including the granting of any servicing easements that are required by other outside owners whose lands are to be connected to the subject services, and agreement by the outside owner to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed services and/or facilities and any outside owner agreeing to pay a proportional share of the temporary servicing cost to Speyside East Corporation. The proportional share shall be based on the contributing flows of the sewers.

26. That Phase 3 Subdivision Agreement, Part II – Special Provisions, Section 28, Clause (r) be deleted in its entirety:

(r) *With respect to the temporary pump station used in conjunction with this plan, the Owner shall permit the connection into and use of any residual capacity of the pump station beyond the capacity required for the Plan of Subdivision, 39T-00514 by outside owners whose lands may be serviced by the said pump station.*

The connection into and use of the temporary pump station by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, including the granting of any servicing easements that are required by other outside owners whose lands are to be connected to the subject services and each outside property owner agreeing to pay their pro rated share of the temporary servicing costs incurred by the Owner. The proportional share shall be based on the contributing flows of the sewers.

27. That Phase 4 Subdivision Agreement, Section 25.7 – SANITARY AND STORM SEWERS, Clause (j) be deleted in its entirety:

(j) *The Owner shall pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed sewers or SWM facilities (if applicable) to third parties that have constructed the services and/or facilities, to which the Owner is connecting. The above-noted proportional share of the cost shall be based on design flows, to that satisfaction of the City, for sewers or on storage volume in the case of a SWM facility. The Owner's payments to third parties, shall:*

(i) *commence upon completion of the Owner's service work connections to the existing unassumed services; and*

(ii) *continue until the time of assumption of the affected services by the City.*

28. That Phase 4 Subdivision Agreement, Section 25.7 – SANITARY AND STORM SEWERS, Clause (k) be deleted in its entirety:

(k) *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 serviced by the*

said services and/or facilities, prior to the said services and/or facilities being assumed by the City.

The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, which may include the granting of any servicing easements that are required by other outside owners whose lands are to be connected to the subject services, and agreement by the outside owner to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed services and/or facilities

29. All other provisions and conditions of the Subdivision Agreements as previously amended by the Subdivision Amending Agreements, shall remain in full force and effect and this Agreement shall alter the Subdivision Agreements only as far as is stated herein and the Subdivision Agreement in all other respects are hereby confirmed.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respect corporate seals duly attested by the hands of their respective proper signing officers.

SIGNED, SEALED AND DELIVERED

In the presence of

) **THE CORPORATION OF THE CITY OF LONDON**

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Matt Brown, Mayor

Catharine Saunders, City Clerk

SPEYSIDE EAST CORPORATION

Vito Frijia
I have the authority to bind the Corporation.

SCHEDULE "A"

This is Schedule "A" to the Subdivision Amendment Agreement dated this _____ day of _____, 2018, The Corporation of the City of London and Speyside East Corporation to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being composed of Block 138 on 33M-458, Block 173 on 33M-624, and Block 35 on Plan 33M-684, Geographic Township of Westminster, in the City of London, County of Middlesex.