

THIS SEWAGE TREATMENT AMENDING AGREEMENT made this 1st day of November 2023

B E T W E E N:

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter referred to as “**London**”)

OF THE FIRST PART

- AND -

**THE CORPORATION OF THE MUNICIPALITY OF MIDDLESEX CENTRE**  
(hereinafter referred to as “**Middlesex Centre**”)

OF THE SECOND PART

**WHEREAS** London and Middlesex Centre entered into a Sewage Treatment Agreement dated April 3<sup>rd</sup>, 2000 to provide sewage treatment services to Middlesex Centre specifically to the “Arva Sewage Service Area” (the “**Sewage Treatment Agreement**”);

**WHEREAS** the Sewage Treatment Agreement was amended on June 21<sup>st</sup>, 2000 (the “**First Amending Agreement**”) and again on August 15<sup>th</sup>, 2001 (the “**Second Amending Agreement**”);

**WHEREAS** the parties deem it desirable to further amend the Sewage Treatment Agreement;

**NOW THEREFORE THIS AMENDING AGREEMENT WITNESSETH THAT** in consideration of the premises the parties mutually covenant and agree each other with the other as follows:

1. The Second Amending Agreement is hereby amended by deleting section 1 in its entirety and replacing it with the following:
  1. Pursuant to the terms and conditions of the April 3, 2000 Sewage Treatment Agreement between London and Middlesex Centre, the provision of sewage services for new development (post-January 1<sup>st</sup>, 2000) within the Arva Sanitary Sewage Service Area will be provided as follows:

Residential

Services will be provided for residential units at the rate of development as approved by Middlesex Centre. At no time shall the rate of receipt by London of sewage for treatment exceed 175 cubic metres of sewage per day, based on a two month rolling average.

Commercial

Services will be provided for up to 1,000 square metres (10,764 sq. ft.) of new commercial floor space in any given year, with the total amount of new floor space not to exceed 4,500 square metres (48,439 sq. ft.) over a 10 year period.

Commercial servicing is included in the maximum 175 cubic metres of sewage per day, based on a two month rolling average.
2. All other terms and conditions as outlined clauses 2 through 29 of the said Agreement shall remain and be in effect.

**IT WITNESS THEREOF** the parties hereto have hereunto caused to be affixed their respective corporate seals, attested by the hands of their proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF LONDON
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Josh Morgan, Mayor
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Michael Schulthess, City Clerk
<i>I have authority to bind the City of London</i>

THE CORPORATION OF THE TOWNSHIP OF MIDDLESEX CENTRE
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Aina DeViet, Mayor
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James Hutson, Clerk
<i>I have authority to bind the Municipality of Middlesex Centre</i>