

AMENDMENT AND EXTENSION AGREEMENT

THIS AMENDMENT AND EXTENSION AGREEMENT (the “**Agreement**”) made effective as of the 31st day of December 2022, (the “**Effective Date**”) between:

THE WINDSOR UTILITIES COMMISSION

(the “**Commission**”)

- and –

THE CORPORATION OF THE TOWN OF LASALLE

(“**LaSalle**”)

WHEREAS:

- A. The Commission and LaSalle entered into an Agreement for Supply and Use of Water dated January 1st, 2018 (the “**Supply Agreement**”), for Supplied Water to LaSalle and being for an Initial Term of five (5) years ending on the Effective Date.
- B. LaSalle proposed amending the Supply Agreement during the period from January 1, 2023 until December 31st, 2027 (the “**First Extended Term**”) to provide for increased capacity beyond the Maximum Daily Flow by providing the Commission with Amendment Notice in accordance with Section 2.2(a) of the Supply Agreement (the “**LaSalle Amendment Notice**”).
- C. Pursuant to Section 2.2(c) of the Supply Agreement the Parties have until the Effective Date (the “**Amendment Notice Negotiation Deadline**”) to definitively agree in writing on any proposed amendments to the Supply Agreement failing which the Supply Agreement is extended on the same terms and conditions as existing on the date of issuance of the Amendment Notice, except that there shall be no further automatic extensions, and the Supply Agreement shall be terminated December 31, 2027.
- D. The Commission and LaSalle have agreed to extend the Supply Agreement and the Amendment Notice Negotiation Deadline on the terms and conditions hereinafter documented.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Any capitalized word or term used in this Agreement but not otherwise defined herein shall have the meaning given to it in the Supply Agreement.

2. The Parties agree that the Supply Agreement and the Amendment Notice Negotiation Deadline shall each be extended from the Effective Date until June 30th, 2023. As it relates to the extension of the Supply Agreement such extension shall be on the same terms and conditions as existing as of the Effective Date.
3. The Parties agree, without obligation or liability to each other if they fail to achieve written agreement, to use commercially reasonable efforts to negotiate amendments to the Supply Agreement on or prior to the Amendment Notice Negotiation Deadline (as herein extended until June 30th, 2023). Either Party may request amendments to the Supply Agreement as part of such negotiations including, but not necessarily limited to, providing for increased capacity beyond the Maximum Daily Flow. As it relates to increased capacity such negotiations will address cost implications to LaSalle for any increased capacity beyond the Maximum Daily Flow, both in the nature of capital contributions and rate increases. If the Parties agree to amendments to the Supply Agreement such amendments or alterations shall only be effective when reduced to writing and signed by all of the Parties. Without limiting the generality of the foregoing, each Party specifically acknowledges and agrees that any such negotiations and execution of any amending agreement may be subject to approval by the Commissioners in respect of the Commission, and by Council in the case of LaSalle.
4. The Parties agree, notwithstanding Section 2.2 and 4.2 of the Supply Agreement, if they fail, prior to the end of the Amendment Notice Negotiation Deadline to definitively agree in writing on proposed amendments to the Supply Agreement, then the Supply Agreement shall be further extended from the Amendment Notice Negotiation Deadline until the end of the First Extended Term on the same terms and conditions as existing on the Effective Date as if the Amendment Notice had never been issued in accordance with Section 2.2(b).
5. This Agreement shall be read together with the Supply Agreement and the parties confirm that, except as modified herein, all covenants and conditions in the Supply Agreement remain unchanged, unmodified and in full force and effect.
6. The Parties agree, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by the other Party, as may be necessary or desirable to carry out the provisions and intention of this Amendment and Extension Agreement.
7. This Agreement may be executed in any number of counterparts and the signatures executed electronically, each of which shall constitute an original and all of which together shall constitute one and the same agreement.
8. This Agreement shall enure to the benefit of and be binding upon the Parties and their successors and permitted assigns, as the case may be.
9. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario.

IN WITNESS WHEREOF the parties have duly executed this Agreement on the day and year first written above.

THE WINDSOR UTILITIES COMMISSION

Per: Garry Rossi
Its: Authorized Signatory

Per: Helga Reidel
Its: Authorized Signatory

We have authority to bind the Commission

**THE CORPORATION OF THE TOWN OF
LASALLE**

Per: Crystal Meloche
Its: Mayor

Per: Jennifer Astrologo
Its: Director of Council Services and
Clerk

We have authority to bind LaSalle