

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is dated July 30, 2024 (the "**Effective Date**") between the Lake Huron Primary Water Supply System (the "**LHPWSS**" or the "**Utility**"), and Municipality of Middlesex Centre (the "**Municipality**") (collectively the "**Parties**" and each individually a "**Party**")

WHEREAS:

- (a) the Board of Management of the LHPWSS (the "**Board**") has authorized a capital project for an administrative building addition at the Lake Huron Water Treatment Plant site located at 71155 Bluewater Highway northeast of Grand Bend (the "**Project**");
- (b) the Project includes the construction of a new building, renovation of existing workspaces, and various site modifications;
- (c) the LHPWSS intends to obtain Leadership in Energy and Environmental Design ("**LEED**") silver certification for the Project and will strive to meet the Zero Carbon Building Standard for the proposed new building;
- (d) the LHPWSS is interested in funding opportunities with the Federation of Canadian Municipalities Green Municipal Fund (the "**FCM Green Fund**"), in particular grant and capital funding opportunities relevant to the Project, which will aid in meeting the Project goals and objectives;
- (e) in order to proceed with any such grant or capital funding application(s), the LHPWSS requires a municipal partner who is a Federation of Canadian Municipalities member and a LHPWSS benefitting municipality;
- (f) further in order to proceed with any such grant or capital funding application(s), the lead applicant must be a benefitting municipality of the LHPWSS;
- (g) the Municipality is a benefitting municipality of the LHPWSS, has an undivided interest in the LHPWSS, and is a tenant-in-common in its ownership; and,
- (h) the LHPWSS and the Municipality have agreed to partner in order to facilitate the application submission(s), through Municipal Council endorsement, a copy of which is attached as Schedule "A", including an accompanying resolution.

NOW, THEREFORE, in consideration of the covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The facts contained in the above recitals are true.
2. The Parties intend this MOU to be a legally binding and enforceable agreement or commitment of the Parties with respect to the matters outlined herein.

3. The Municipality shall be the lead applicant for the FCM Green Fund grant or capital funding application(s).
4. The LHPWSS shall bear the cost of all work required for the preparation of the FCM Green Fund grant or capital funding application(s), as well as the cost of all work for any subsequent submittals required as part of the application process.
5. If any FCM Green Fund grant or capital funding application(s) is or are approved, the LHPWSS and the Municipality will, using best efforts and acting reasonably, negotiate and enter into an agreement for each approved application with respect to the administration of the grant and/or capital project funding for the Project, advertising of the Project, and specific FCM requirements including, but not limited to, preparing and submitting documentation throughout the project lifecycle, and any other matters necessary for the successful completion of the grant and/or capital project funding.
6. Any communication between the parties required by this MOU (a “**Notice in Writing**”) shall be made in writing and will be addressed to the recipient at the following address:

Lake Huron Primary Water Supply System
235 North Centre Road, Suite 200
London, Ontario N5X 4E7
Attn: Andrew Henry, Director – Regional Water
Email: ahenry@huronelginwater.ca with copy to
mmckillop@huronelginwater.ca

Municipality of Middlesex Centre
10227 Ilderton Road, Ilderton, ON N0M 2A0
Attn: James Hutson, Municipal Clerk
Email: hutson@middlesexcentre.ca

A Notice in Writing may be delivered by hand, by courier, or by email transmission and shall be deemed to have been delivered on the date of delivery if delivered by hand or courier, or on the date of transmission if sent by email during normal business hours. Email transmission sent outside of normal business hours, or on a Saturday, Sunday, or statutory holiday in the province of Ontario, shall be deemed delivered on the next day following transmission that is not a Saturday, Sunday, or statutory holiday in the province of Ontario.

7. This MOU is made pursuant to, and shall in all respects be construed, enforced, and governed by, the laws of the province of Ontario and the federal laws of Canada.
8. If any provision of this MOU is held or made invalid or unenforceable by a court or tribunal of competent jurisdiction, the remainder of this MOU shall be fully severable and shall continue in full force and effect.

- 9. Each of the Parties shall, from time to time at the request, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this MOU.
- 10. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party.
- 11. This MOU may be signed in counterpart and may be delivered by PDF email transmission bearing the signature of a party to this MOU, in which case the PDF email MOU shall be deemed to be an original and of full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth above.

Lake Huron Primary Water Supply System

By _____

Name:

Title:

I have authority to bind the Utility.

Municipality of Middlesex Centre

By _____

Name:

Title:

By _____

Name:

Title:

We have authority to bind the Municipality.