

The Corporation of the Town of Essex
By-Law Number 2496
Being a by-law to adopt an
ENWIN Utilities Ltd. Board and Advisory Committee Appointment Policy

WHEREAS The Corporation of the Town of Essex (the "**Town**") and Windsor Canada Utilities Ltd. ("**WCU**") entered into a Purchase and Sale Agreement, dated March 12, 2025, (the "**Share Purchase Agreement**") pursuant to which WCU purchased from the Town all of the issued and outstanding shares of E.L.K. Energy Inc. and all of the issued and outstanding shares of E.L.K. Solutions Inc.; and

WHEREAS WCU owns all of the issued and outstanding shares in the capital of ENWIN Utilities Ltd. ("**EWU**"); and

WHEREAS, as a term of the Share Purchase Agreement, WCU and the Town agreed to enter into an agreement (the "**Governance Nomination Agreement**") requiring WCU to vote in favour of the election to the board of directors of EWU of one nominee proposed by the Town (the "**Board Nominee**"); and

WHEREAS the Governance Nomination Agreement, among other things, establishes parameters for who is qualified to be the Board Nominee; and

WHEREAS, as a term of the Share Purchase Agreement WCU will establish, for a period of up to five years, an advisory committee composed of five volunteers who are appointed by the Town (each, an "**Advisory Committee Nominee**") to facilitate communication and information exchange between WCU, EWU and the Town in accordance with a local community commitment agreement entered into by WCU and the Town (the "**Local Community Commitment Agreement**"); and

WHEREAS the Share Purchase Agreement and Local Community Commitment Agreement, among other things, establishes the roles and responsibilities of the Advisory Committee Nominees; and

WHEREAS Council for the Town deems it necessary to create a policy for ensuring the appointment by the Town, in a manner that is transparent, fair and consistent, of qualified candidates to act as the one Board Nominee and five Advisory Committee Nominees.

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Essex enacts as follows:

1. That ENWIN Utilities Ltd. Board and Advisory Committee Appointment Policy for the Town of Essex, attached hereto as Schedule A to this By-law be adopted; and
2. That this by-law comes into effect on the day of passage.

Read a first and second time and provisionally adopted on December 1, 2025.

Mayor

Clerk

Read a third time and finally passed on December 15, 2025.

Mayor

Clerk



Policy Title: **ENWIN Utilities Ltd. Board and Advisory Committee Appointment Policy**

Policy Number: **TBD**

Department: Office of the Chief Administrative Officer

Division: Legal and Legislative Services

Approval Date: December 15, 2025

Approval:

Review Date: December 15, 2030

1. Policy Statement

- 1.1. The Town of Essex is committed to ensuring the appointment of qualified candidates by Council to the board of directors and advisory committee for E.L.K. Energy Inc./EnWin Utilities Ltd. in a manner that is transparent, fair and consistent, while at the same time meeting requirements for the protection of personal information as required by the *Municipal Freedom of Information and Protection of Privacy Act*.

2. Purpose

- 2.1. The purpose of this policy is to establish a fair and consistent process for Council appointments to the following:
 - A. ENWIN Utilities Ltd. Board of Directors (the “**ENWIN Board**”); and
 - B. E.L.K. Energy Inc./ENWIN Utilities Ltd. Advisory Committee (the “**ENWIN Advisory Committee**”).

3. Scope

- 3.1. This policy shall govern the actions of the Clerk’s Department and Council to address vacancies on the ENWIN Board and ENWIN Advisory Committee required to be filled by Council Appointments.
- 3.2. This policy shall be reviewed every five (5) years from the date it becomes effective, and/or sooner at the discretion of the CAO or designate.



4. Definitions

"Acceptable Nominee" has the meaning set out in Section 6.1.2.

"Administration" means a member of the administration for the Town.

"Affiliate" means, with respect to any person, any other person which, directly or indirectly, through one or more intermediaries: (i) controls the first person; (ii) is controlled by the first person; or (iii) is under common control with the first person.

"CAO" means the Town's Chief Administrative Officer.

"Clerk" means the Town's Clerk.

"Council" means the Town's Council.

"E.L.K." means E.L.K. Energy Inc. and E.L.K. Solutions Inc., as they exist prior to amalgamation with ENWIN.

"ENWIN" means ENWIN Utilities Ltd.

"ENWIN Board" shall have the meaning set out in Section 2.1.A.

"ENWIN Advisory Committee" shall have the meaning set out in Section 2.1.B.

"Governing Documents" means, with respect to any corporation, (i) its articles and bylaws and (ii) all shareholders' or equity holders' agreements, declarations, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of such corporation or relating to the rights, duties and obligations of such corporation's equity holders.

"Member" means a member of the ENWIN Advisory Committee or the Town Board Member.

"Local Community Initiative Contribution" means \$350,000 in the aggregate (expected to be approximately \$70,000 per year beginning on November 28, 2025, and ending on November 29, 2030) contributed by WCU to help fund local community initiatives within the municipal boundaries of Lakeshore, Essex, and Kingsville.

"Town" means The Corporation of the Town of Essex.

"Town Board Member" has the meaning set out in Section 6.1.4.

"WCU" means Windsor Canada Utilities Ltd., the owner of all of the issued and outstanding shares in the capital of ENWIN.

5. Interpretation

Any reference in this policy to any statute or by-law, or any section of a statute or by-law shall, unless expressly stated, be deemed to be reference to the statute or by-law as amended, replaced, re-enacted, or restated from time to time. Any references to a Town policy shall be deemed to be a reference to the most recent passed policy and any replacements thereto.

6. Rules and Regulations related to Appointments

6.1. Appointments for Nomination to the ENWIN Utilities Ltd. Board of Directors

This Section 6.1 provides the rules and regulations required to be followed by Council in their appointment of one nominee for election to the ENWIN Board.

- 6.1.1. WCU has agreed to vote in favour of the election to the ENWIN Board of one Acceptable Nominee proposed by the Town for a period ten (10) years, ending on November 29, 2035.
- 6.1.2. **“Acceptable Nominee”** means any natural person who:
 - a) satisfies the qualifications set out in the Governing Documents of ENWIN to act as director of ENWIN;
 - b) is not an employee, an Affiliate or direct family member of any competitor of WCU or of any Affiliate of WCU;
 - c) ordinarily resides within the E.L.K. service area;
 - d) would not adversely impact ENWIN’s compliance with Ontario Energy Board requirements for the composition of electricity distributor boards of directors; and
 - e) is otherwise acceptable to WCU, acting reasonably.
- 6.1.3. Any natural person interested in being selected by Council as the Acceptable Nominee shall complete the “Application for Appointment to the EWU Board” application form, attached hereto this Policy as Appendix ‘A’, as may be amended from time to time by ENWIN.
- 6.1.4. Council shall nominate one Acceptable Nominee to serve on the ENWIN Board (once appointed to the ENWIN Board, the **“Town Board Member”**).
- 6.1.5. The Acceptable Nominee appointed by Council must prove to possess the following skills and behaviours:



- a) High degree of integrity and ethical standards;
 - b) Collaborative/collegial team player;
 - c) Willingness and ability to challenge and probe;
 - d) Analytical thinking and sound judgment;
 - e) Capacity and ability to mentor;
 - f) Strong interpersonal relations;
 - g) Effective listening and verbal communication skills;
 - h) Appreciation for sound and effective decision-making processes; and
 - i) Willingness and ability to devote time and energy to the role.
- 6.1.6. Preference will be provided to a person applying as the Acceptable Nominee who can show excellence in the following:
- a) Industry Experience – Regulated Industry;
 - b) Knowledge of the Electricity Sector;
 - c) Experience and knowledge of Windsor/Essex County Industry;
 - d) Knowledge of broad public policy direction;
 - e) Experience in large systems management, operation and maintenance;
 - f) Experience and expertise in economic development initiatives;
 - g) Business and commercial expertise;
 - h) Technical Skills/Experience in any or all of the following:
 - i. Accounting;
 - ii. Finance;
 - iii. Corporate Capital Structures;
 - iv. Tax Law;
 - v. Auditing;
 - vi. Law;
 - vii. Engineering/Asset Planning;
 - viii. Regulatory;



- ix. Information Technology;
- x. Public Relations/Private sector consumer relations experience;
- xi. Experience in developing and implementing risk management systems;
- xii. CEO/senior management experience;
- xiii. Health & Safety; and
- i) Governance Experience as follows:
 - i. Director - large organization (100+ employees);
 - ii. Strategic thinking/planning from a governance perspective;
 - iii. Financial literacy;
 - iv. Executive performance management - management of the CEO;
 - v. Compliance focus; and
 - vi. Governance related risk management experience.
- 6.1.7. Provided that the Clerk, in consultation with the CAO, deems the applicant to possess the required skills and experience outlined in Sections 6.1.5 and 6.1.6 of this Policy, Council will appoint the Acceptable Nominee in the following order of preference:
 - 1. Mayor of the Town;
 - 2. Deputy Mayor of the Town;
 - 3. Member of Council;
 - 4. An eligible elector of the Town and E.L.K./ENWIN customer; and
 - 5. An eligible elector of the Town.
- 6.1.8. The initial Town Board Member term shall be for a period of one (1) year, expiring in November, 2026, with future appointments continuing for four (4) years each, in alignment with the term of Council.
- 6.1.9. Council will request that WCU remove and replace the Town Board Member with another Acceptable Nominee:
 - a) at the expiration of such Town Board Member's term, by written notice to WCU of such replacement at least thirty (30) days prior to the expiration of such Town Board Member's term as an ENWIN Board member;

- b) in accordance with Section 6.3 of this Policy, by written notice to WCU of such replacement at least thirty (30) days prior to the expiration of such Town Board Member's term as an ENWIN Board member; and
 - c) where a Town Board Member is removed or resigns from the ENWIN Board in accordance with ENWIN's Governing Documents.
- 6.1.10. Notwithstanding Section 6.1.9, Council may nominate the same Acceptable Nominee for an unlimited number of consecutive or inconsecutive ENWIN Board appointments.
- 6.1.11. Each nomination by the Town to WCU of an Acceptable Nominee shall be made to WCU by the Clerk in writing and shall provide WCU with all information and documentation on the nominated individual reasonably requested by WCU for WCU to confirm such nominated individual is an Acceptable Nominee.
- 6.1.12. WCU will appoint and remove the Town Board Member in accordance with the Governance Nomination Agreement, attached hereto as Appendix 'B'.

6.2. Appointments for Nomination to the E.L.K. Energy Inc./ENWIN Utilities Ltd. Advisory Committee

This Section 6.2 provides the rules and regulations required to be followed by Council in their appointment of five members of the ENWIN Advisory Committee.

- 6.2.1. ENWIN Advisory Committee is established by WCU or an Affiliate of WCU to provide for an opportunity for communication and information exchange between the Town and E.L.K./ENWIN/WCU.
- 6.2.2. ENWIN Advisory Committee shall be organized for a period five (5) years, ending on November 29, 2030.
- 6.2.3. Council shall nominate five (5) volunteers to sit on the ENWIN Advisory Committee.
- 6.2.4. The initial ENWIN Advisory Committee member term shall be for a period of one (1) year, expiring in November, 2026.
- 6.2.5. The second ENWIN Advisory Committee member term shall be for a period of four (4) years, until the termination of the ENWIN Advisory Committee.
- 6.2.6. ENWIN Advisory Committee members are eligible for a second ENWIN Advisory Committee appointment provided that, in the opinion of the

Clerk (in consultation with the CAO), such member continues to possess the required skills and expertise to sit on the ENWIN Advisory Committee.

- 6.2.7. The Clerk, in consultation with the CAO, shall provide Council with the names of five (5) applicants deemed to possess the required skills and expertise to sit on the ENWIN Advisory Committee for appointment by Council, in the following order of preference:
 1. All five (5) ENWIN Advisory Committee members will be customers of E.L.K./ENWIN and each service territory of Lakeshore, Essex and Kingsville are represented by at least one (1) member of the ENWIN Advisory Committee;
 2. A majority of the (5) ENWIN Advisory Committee members will be customers of E.L.K./ENWIN and each service territory of Lakeshore, Essex and Kingsville are represented by at least one (1) member of the ENWIN Advisory Committee;
 3. Each service territory of Lakeshore, Essex and Kingsville are represented by at least one (1) member of the ENWIN Advisory Committee;
 4. A majority of the (5) ENWIN Advisory Committee members will be customers of E.L.K./ENWIN; and
 5. A majority of the (5) ENWIN Advisory Committee members will be eligible electors of the Town.
- 6.2.8. The Clerk, in consultation with the CAO, shall appoint a Chair of the ENWIN Advisory Committee from among the willing and able members of the ENWIN Advisory Committee who is responsible for ensuring that the ENWIN Advisory Committee operates in accordance with this Policy.
- 6.2.9. No member of the ENWIN Advisory Committee shall be entitled to any compensation (financial or otherwise), benefits or expense reimbursement as a result of serving on the ENWIN Advisory Committee.
- 6.2.10. ENWIN Advisory Committee shall meet quarterly (or on such other frequency as determined by the Chair of the ENWIN Advisory Committee).
- 6.2.11. ENWIN Advisory Committee serves in an advisory fashion only and has no ability to make decisions for or on behalf of, or otherwise bind or restrict in any manner, WCU, E.L.K. or ENWIN.

- 6.2.12. ENWIN Advisory Committee shall make annual funding recommendations with regard to the Local Community Initiative Contribution to WCU, and WCU shall make such Local Community Initiative Contribution, in accordance with the Local Community Commitment Agreement, attached hereto as Appendix 'C'.
- 6.2.13. ENWIN Advisory Committee shall ensure that the Committee's annual funding recommendations are distributed equally across the municipalities of Essex, Lakeshore and Kingsville.
- 6.2.14. ENWIN Advisory Committee shall report annually to Council on the recommendations made to, and distributions made by, WCU with regard to the Local Community Initiative Contribution.

6.3. Removal from the ENWIN Board or ENWIN Advisory Committee

- 6.3.1. Council may by resolution remove a Member for one or more of the following reasons:
 - 6.3.2. The Member fails, without cause, to attend three consecutive meetings of the ENWIN Advisory Committee or ENWIN Board, as applicable.
 - 6.3.3. The Member fails in a calendar year to attend at least half of the regularly scheduled meetings of the ENWIN Advisory Committee or ENWIN Board, as applicable.
 - 6.3.4. The Member fails or ceases to comply with or meet any requirements set out in this Policy or the Town's Code of Conduct for Council Members and Boards.
 - 6.3.5. The Member's preference status under Section 6.1.7 of this Policy changes.
 - 6.3.6. The Member is found to be guilty of professional misconduct or incompetence.
 - 6.3.7. The Member, in the opinion of the CAO, has conducted themselves contrary to the Town's policies and procedures.
 - 6.3.8. The Member takes any action which may cause injury to the reputation of or other harm to WCU, E.L.K., ENWIN, Council or the Town, including its Administration and other employees.
 - 6.3.9. Council is directed, for any reason, by WCU or ENWIN to remove such Member.



7. Council and Administration Responsibilities

- 7.1. Every appointment by the Town under this policy shall be by a resolution of Council.
- 7.2. Every appointment by the Town under this policy shall be at the pleasure of Council, whether or not the appointment is for a specified time period.
- 7.3. No person may be appointed to be a member of the ENWIN Board and ENWIN Advisory Committee at the same time.
- 7.4. Appointments to the ENWIN Board are limited to eligible electors of the Town, a member of Council or Administration.
- 7.5. Council may make appointments to the ENWIN Advisory Committee at their discretion and are not limited to only eligible electors of the Town.
- 7.6. Council shall:
 - a) Approve this policy and any changes to this policy from time to time;
 - b) Consider applications for vacancies on the ENWIN Board and ENWIN Advisory Committee;
 - c) By resolution, make appointments of nominees for the ENWIN Board; and
 - d) By resolution, make appointments of members of the ENWIN Advisory Committee.
- 7.7. The Clerk shall:
 - 7.7.1. Consider (in consultation with the CAO) and recommend to Council the candidate(s) that in the opinion of Administration would best service the needs of Council on the ENWIN Board and ENWIN Advisory Committee.
 - 7.7.1. Consider (in consultation with the CAO) and recommend to Council the removal of Members.
 - 7.7.1. Consider (in consultation with the CAO) and recommend to Council the replacement of Member vacancies.
 - 7.7.2. Coordinate appointments under this policy by completing the following, as required:
 - a) Providing public notice of vacancies on the ENWIN Board and ENWIN Advisory Committee;



- b) Providing application materials to individuals who wish to apply for appointment as new members on the ENWIN Board and ENWIN Advisory Committee;
 - c) Facilitating candidate interviews;
 - d) Preparing letters to send to all applicants concerning the status of their application; and
 - e) Notifying E.L.K./WUC/ENWIN of appointments and re-appointments made by Council under this policy.
- 7.7.3. Maintain all records pertaining to appointments to the ENWIN Board and ENWIN Advisory Committee.

8. Appendices Incorporated into this Policy

- 8.1. **Appendix "A" – Application for Appointment to the EWU Board**
- 8.2. **Appendix "B" - Governance Nomination Agreement**
- 8.3. **Appendix "C" – Local Community Commitment Agreement**



Application for Appointment to the EWU Board

Please complete **ALL** fields in this application.

A complete application will contain:

- 1) The following application form filled out in its entirety.
- 2) A detailed resume

Deadline for date for receipt of completed applications:

NOTE: Interviews may be conducted following the deadline for submission of applications.

Name:
Address:
Telephone Number (cell):
Telephone Number (residence):
E-mail:

<i>I understand that this personal information is being collected to facilitate appointments to the ENWIN Group and Windsor Utilities Commission Boards pursuant to part II Municipal Freedom of Information and Protection of Privacy Act and Section 239 of the Municipal Act, 2001. I understand that my application will be reviewed by ENWIN staff, City of Windsor staff, and/or City of Windsor Striking Committee members, as necessary during the appointment process.</i>
Signature of Applicant:
Date:

<p>Please attach a detailed resume and return your completed application by the deadline noted above to recruitment@enwin.com</p> <p>If you are unable to complete this application electronically, you may drop off a hard copy to the front desk at:</p> <p>ENWIN Utilities Ltd. 4545 Rhodes Drive Windsor, Ontario N9A 5T7</p>

Occupation:

Work Experience – Outline how your work experience has prepared you to serve as a member of the Board:

Education Background – Outline how your educational background has prepared you to serve as a member of the Board: (If applicable, include professional credentials)

Why are you interested in serving the community on this Board?

What contributions do you believe you can make to the Board?

What past contributions have you made on a similar body or organization?

Please disclose all perceived, potential and actual Conflicts of Interest.

For the purposes of this process, “conflict of interest” includes:

- any situation or circumstances where, in relation to this process and any proposed board appointment, the Applicant’s other commitments, relationships or financial interests could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any personnel of the Evaluation Committee, any member of City Council or ENWIN management;
- any situation or circumstances where any person(s) employed by ENWIN or City Council in any capacity;
 - is currently employed by or is a consultant to or under contract to any Applicant;
 - is negotiating or has an arrangement concerning future employment or contracting with any Applicant;
 - has an ownership interest in or is an officer or director of any Applicant.

The following skills and behaviours are required of the ENWIN Group Board members:

- High degree of integrity and ethical standards
- Collaborative/collegial team player
- Willingness and ability to challenge and probe
- Analytical thinking and sound judgment
- Capacity and ability to mentor
- Strong interpersonal relations
- Effective listening and verbal communication skills
- Appreciation for sound and effective decision-making processes
- Willingness and ability to devote time and energy to the role

Please describe how you would envision demonstrating the above skills and behaviours as a potential member of the Board:

Using the Desired Competencies list below, please identify which of these competencies you possess and explain how you acquired each of them.

(Please use separate page if additional space is required)

INDUSTRY KNOWLEDGE AND EXPERIENCE	If applicable, please explain how you meet each competency.
Industry experience - regulated industry	
Knowledge of electricity sector	
Experience and knowledge of Windsor industry	

Knowledge of broad public policy direction	
Experience in large systems management, operation and maintenance	
Experience and expertise in economic development initiatives	
Business and commercial expertise	

TECHNICAL SKILLS/EXPERIENCE	If applicable, please explain how you meet each competency.
Accounting	
Finance	
Familiarity with corporate capital structures	
Familiarity with tax laws	

Auditing	
Law	
Engineering/Asset Planning	
Regulatory	

Information Technology	
Public Relations/Private sector consumer relations experience	
Experience in developing and implementing risk management systems	
Human resource management/Executive compensation/Succession planning	

CEO/senior management experience	
Health & Safety	

GOVERNANCE	If applicable, please explain how you meet each competency.
Director - large organization (100+ employees)	
Strategic thinking/planning from a governance perspective	

Financial literacy	
Executive performance management - management of the CEO	
Compliance focus	
Governance related risk management experience	

Voluntary Self-Identification Survey

ENWIN believes there is significant value in promoting and maintaining diversity within our workforce and we are committed to taking the necessary steps to continually enhance and improve diversity and inclusion throughout our organization, including at the Board level. We believe that strength flows from our individual differences and enables us to effectively serve our community.

As part of ENWIN's Diversity and Inclusion strategy, we are collecting personal information from our applicants to help us better understand whether we are making opportunities available equitably for under-represented groups. To assist us, we ask that you complete the self-identification survey below. Your participation is completely **voluntary**.

Please note that you may also self-identify under more than one of the under-represented groups. The information collected is **confidential** and will be used on an aggregate basis for the sole purpose of identifying key areas of focus for ENWIN's Diversity and Inclusion strategy and removing possible barriers for under-represented groups. This information will be maintained in a secure area, with access given to those who require it to fulfill this purpose.

Data is collected in adherence with ENWIN's Privacy Policy, ENWIN's Record and Information Management Policy and all other applicable policies and legislation.

Do you consider yourself to be a part of any of the following: (Check all that apply)

- a member of a visible minority group in Canada¹
- an Indigenous Person²
- a person with a disability³
- a member of the LGBTQ+ community
- a woman
- a person whose gender and/or sex is other than that assigned to you at birth

¹ A visible minority group in Canada is someone (other than an Indigenous Person as defined below) who self-identifies as non-white visibly or non-Caucasian in racial origin, regardless of birthplace or citizenship. Members of ethnic or national groups (such as Portuguese, Italian, Greek, etc.) are not generally considered to be racially visible unless they also meet the criteria above.

² An Indigenous Person in Canada may fall into different categories or communities including First Nations, Métis or Inuit. An Indigenous Person may be of treaty status or non-status, registered or non-registered.

³ A person with a disability means a person who has a long-term or recurring physical, mental, sensory, and psychiatric or learning disability and considers themselves to be disadvantaged in employment by reason of that disability, or believes that an employer is likely to consider them to be disadvantaged in employment by reason of that disability. A person with a disability may also be someone whose functional limitations owing to their disability have been accommodated in their current job or workplace.

GOVERNANCE NOMINATION AGREEMENT

THIS AGREEMENT (this “**Agreement**”) dated this ■ day of ■, 2025.

AMONG:

WINDSOR CANADA UTILITIES LTD., a corporation formed under the laws of the Province of Ontario (“**WCU**”)

AND

THE CORPORATION OF THE TOWN OF ESSEX, a corporation formed under the laws of the Province of Ontario (“**Essex**”)

WHEREAS on March 12, 2025, WCU and Essex entered into a purchase and sale agreement (the “**Purchase and Sale Agreement**”) pursuant to which WCU agreed to acquire from Essex, and Essex agreed to sell to WCU, all of the issued and outstanding shares in the capital of E.L.K. Energy Inc. (the “**Transactions**”);

AND WHEREAS WCU owns all of the issued and outstanding shares in the capital of ENWIN Utilities Ltd. (“**EWU**”);

AND WHEREAS in connection with the consummation of the Transactions, subject to the terms and conditions set out herein, WCU has agreed to vote in favour of the election to the board of directors of EWU of one Acceptable Nominee proposed by Essex;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto hereby covenant and agree as follows:

1. Interpretation

As used in this Agreement, the following terms have the following meanings:

- (a) “**Acceptable Nominee**” means any natural person who:
 - (i) satisfies the qualifications set out in the Governing Documents of EWU to act as a director of EWU;
 - (ii) is not an employee, an Affiliate or direct family member of any competitor of WCU or of any Affiliate of WCU;
 - (iii) ordinarily resides within the ELK service area;
 - (iv) would not adversely impact EWU’s compliance with Ontario Energy Board requirements for the composition of electricity distributor boards of directors; and
 - (v) is otherwise acceptable to WCU, acting reasonably.
- (b) “**Affiliate**” means, with respect to any person, any other person which, directly or indirectly, through one or more intermediaries: (i) controls the first person; (ii) is controlled by the first person; or (iii) is under common control with the first person.

- (c) “**Laws**” means any and all: (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, principles of common law and equity, regulations, by-laws, pronouncements, or other requirement having the force of law; (ii) orders, decisions and directives of any governmental authority; and (iii) policies, codes, practices, standards, guidelines, notices and industry regulations and protocols to the extent that they have the force of law.
- (d) “**Governing Documents**” means, with respect to any corporation, (i) its articles and by-laws and (ii) all shareholders’ or equity holders’ agreements, declarations, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of such corporation or relating to the rights, duties and obligations of such corporation’s equity holders.

2. **Nomination Right**

- (a) From the date hereof until this Agreement is terminated in accordance with Section 9:
 - (i) Essex shall have the right to nominate one Acceptable Nominee to serve on the board of directors of EWU; and
 - (ii) Essex shall have the right to request that WCU remove and replace the individual nominated under Section 2(a)(i) with another Acceptable Nominee:
 - (A) at the expiration of such individual’s initial term or any renewal term, provided that Essex provides written notice to WCU of such replacement at least thirty days prior to the expiration of such individual’s term as a director; and
 - (B) where such individual was removed or resigned from the board of directors of EWU in accordance with the Governing Documents of EWU.
- (b) Essex shall make each such nomination in writing and shall provide WCU with all information and documentation on the nominated individual reasonably requested by WCU for WCU to confirm such nominated individual is an Acceptable Nominee. Any such nomination by Essex shall constitute a representation and warranty by Essex to WCU that the nominated individual is an Acceptable Nominee.
- (c) If WCU is satisfied that the nominated individual or replacement individual, as applicable, is an Acceptable Nominee, WCU shall, in accordance with the Governing Documents of EWU, vote all voting interests WCU then holds in EWU in favour of the election of such nominated individual to the board of directors of EWU (any such elected nominee or replacement, an “**Appointed Director**”).
- (d) On the date hereof, Essex nominates ■¹ and represents and warrants that such individual is an Acceptable Nominee. WCU shall vote all voting interests WCU then holds in EWU

¹ **Note to Completion:** Essex to advise on proposed nominees prior to Closing.

in favour of the election of ■ to the board of directors of EWU in accordance with the Governing Documents of EWU.

- (e) Any Approved Director's services as a director and tenure as a director shall be subject in all respects to applicable Laws and the terms of EWU's Governing Documents.
- (f) For greater certainty, Essex acknowledges and agrees that no more than one nominee of Essex will serve on the board of directors of EWU at any time.

3. Removal

- (a) WCU shall have the right to remove any Appointed Director from the board of directors of EWU:
 - (i) in accordance with the Governing Documents of EWU;
 - (ii) if such Appointed Director ceases to be an Acceptable Nominee; and
 - (iii) following the termination of this Agreement.
- (b) Upon either party becoming aware that any Appointed Director ceases to meet the criteria of an Acceptable Nominee, such party shall immediately notify the other party in writing.

4. Fees

The Appointed Director may be entitled to the fees and/or remuneration for serving as a director of EWU in accordance with the Governing Documents of EWU.

5. Director Obligations

Essex acknowledges and agrees that any Appointed Director shall be subject to and shall comply with applicable Laws and EWU's Governing Documents.

6. Amendments

This Agreement may only be supplemented, amended, restated or replaced by written agreement signed by all of the parties hereto.

7. Successors and Assigns

All of the terms and provisions of this Agreement shall be binding upon, and enure to the benefit of, the parties hereto and their respective successors and permitted assigns.

8. Assignment

No party hereto may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior consent of the other party hereto.

9. Termination of Agreement and Survival

This Agreement will come into force and be effective as of and from the date of this Agreement and will automatically terminate and cease to be of any further force and effect upon the earliest of:

- (a) the date this Agreement is terminated by written agreement of all of the parties hereto;
- (b) the date that is the ten (10) year anniversary of the date of this Agreement;
- (c) upon any breach or default of Essex of its obligations under the Purchase and Sale Agreement or any other Ancillary Agreement (as defined in the Purchase and Sale Agreement) (excluding the existence of any inaccuracy of any representation or warranty given thereunder, but including the failure to satisfy any claim for indemnification in respect of such inaccuracy in accordance with the Purchase and Sale Agreement, if any);
- (d) EWU ceasing to be wholly owned by WCU; and
- (e) the bankruptcy or insolvency of Essex, WCU or EWU, or the appointment of a trustee, receiver, liquidator, custodian or other similar official in respect of Essex, WCU or EWU.

10. No Shareholder Rights

Essex acknowledges and agrees that it is not a shareholder of EWU or WCU, and that its sole rights in respect of the board of directors of EWU are those rights expressly set forth in this Agreement.

11. Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of Ontario situated in the City of Windsor and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

12. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever.

13. Counterpart Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. Delivery of an executed counterpart of this Agreement transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

WINDSOR CANADA UTILITIES LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

**THE CORPORATION OF THE TOWN OF
ESSEX**

By: _____
Name:
Title:

LOCAL COMMUNITY COMMITMENT AGREEMENT

THIS AGREEMENT (this “**Agreement**”) dated this ■ day of ■, 2025.

AMONG:

WINDSOR CANADA UTILITIES LTD., a corporation formed under the laws of the Province of Ontario (“**WCU**”)

AND

THE CORPORATION OF THE TOWN OF ESSEX, a corporation formed under the laws of the Province of Ontario (“**Essex**”)

WHEREAS on March 12, 2025, WCU and Essex entered into a purchase and sale agreement (the “**Purchase and Sale Agreement**”) pursuant to which WCU agreed to acquire from Essex, and Essex agreed to sell to WCU, all of the issued and outstanding shares in the capital of E.L.K. Energy Inc. (“**ELK**”) on the Closing Date, as such term is defined in the Purchase and Sale Agreement (being the date hereof);

AND WHEREAS pursuant to Section 9.5 of the Purchase and Sale Agreement, WCU will establish an advisory committee (the “**Advisory Committee**”) to provide for an opportunity for communication and information exchange between WCU and Essex for a transitional period of up to five (5) years from the Closing Date;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto hereby covenant and agree as follows:

1. Local Initiatives

- (a) During the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date, WCU shall contribute \$350,000 in the aggregate (the “**Contribution**”) (expected to be approximately \$70,000 per year) to help fund local community initiatives within the municipal boundaries of Lakeshore, Essex, and Kingsville in Ontario, Canada
- (b) The Advisory Committee (or, in the absence of an Advisory Committee, Essex) shall make annual funding recommendations with regard to the Contribution to WCU, and WCU shall consider such recommendations in conjunction with WCU’s mission, vision and values and corporate policies, failing which WCU shall determine the recipient(s) of the Contribution but otherwise in accordance with the terms of this Agreement. All Contribution decisions shall be made by WCU in accordance with WCU’s mission, vision and values and corporate policies and be at the sole discretion of WCU, acting reasonably.

2. Amendments

This Agreement may only be supplemented, amended, restated or replaced by written agreement signed by all of the parties hereto.

3. Successors and Assigns

All of the terms and provisions of this Agreement shall be binding upon, and enure to the benefit of, the parties hereto and their respective successors and permitted assigns.

4. Assignment

No party hereto may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior consent of the other party hereto.

5. Termination of Agreement and Survival

This Agreement will come into force and be effective as of and from the date of this Agreement and will automatically terminate and cease to be of any further force and effect upon the earliest of:

- (a) the date this Agreement is terminated by written agreement of all of the parties hereto;
- (b) the date that is the five (5) year anniversary of the Closing Date provided that the Contribution has been paid as set out in Section 1 of this Agreement;
- (c) upon any breach or default of Essex of its obligations under the Purchase and Sale Agreement or any other Ancillary Agreement (as defined in the Purchase and Sale Agreement) (excluding the existence of any inaccuracy of any representation or warranty given thereunder, but including the failure to satisfy any claim for indemnification in respect of such inaccuracy in accordance with the Purchase and Sale Agreement, if any); and
- (d) the bankruptcy or insolvency of Essex or WCU, or the appointment of a trustee, receiver, liquidator, custodian or other similar official in respect of Essex or WCU.

6. Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of Ontario situated in the City of Windsor and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

7. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever.

8. Counterpart Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. Delivery of an executed counterpart of this Agreement transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

WINDSOR CANADA UTILITIES LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

**THE CORPORATION OF THE TOWN OF
ESSEX**

By: _____
Name:
Title: