

## TRI-PARTY EV CHARGING STATION CO-OPERATION AGREEMENT

This Tri-Party EV Charging Station Co-Operation Agreement (the “**Agreement**”), is entered into as of the 21<sup>th</sup> day of June, 2022 (the “**Effective Date**”)

BETWEEN

**WESTARIO POWER INC.**, a corporation incorporated under the laws of the Province of Ontario, and having its principal place of business at RR #2, 24 Eastridge Rd Walkerton, Ontario N0G 2V0 (“**Westario Power**”)

and

**BRUCE POWER L.P.**, a limited partnership existing under the laws of the Province of Ontario, and having its principal place of business at Building B10, 177 Tie Road, Municipality of Kincardine, R.R. #2, Tiverton, Ontario NOG 2T0 (“**Bruce Power**”)

and

**MUNICIPALITY OF BROCKTON**, having its principal place of business at 100 Scott Street, Walkerton, Ontario (the “**Municipality**”)

(The foregoing hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.)

### Context

- A. Bruce Power operates the Bruce A and Bruce B CANDU nuclear generating stations located near Tiverton, Ontario (the “**Bruce Site**”).
- B. Westario Power is a municipally-owned electrical distribution company that ensures the safe, reliable delivery of electricity to the customers it serves, including in the Municipality.
- C. The Municipality is located within the service area of Westario Power and is interested in exploring opportunities for increasing electric-vehicle charging services to its residents and visitors.
- D. Westario Power and Bruce Power wish to lead an initiative to increase the number of Level 2 electric vehicle charging stations (“**EV Charging Stations**”) at municipally-owned public spaces within Westario Power’s service area, including the Municipality, with a view to assisting the these municipalities, including the Municipality, in preparing for increasingly heavier electric vehicle traffic in the region and contributing towards Canada’s goal of reaching net-zero emissions by 2050.

E. The Parties wish to enter into this Agreement to formalize, among other things, Westario Power's and Bruce Power's commitments to facilitate and partially fund the installation of one or more EV Charging Stations within the Municipality and to set out the respective obligations of the Parties in respect thereof.

NOW, THEREFORE, the Parties agree as follows:

**1. Westario Power and Bruce Power Obligations**

- (a) Westario Power agrees to provide, at its own cost, but subject to Section 2 **Error! Reference source not found.(e)**, the following services to the Municipality in connection with the installation of an EV Charging Station located within the Municipality (“**Westario Services Costs**”):
  - (i) project management services for the installation of the EV Charging Station, including site evaluations, recommendations and a cost estimate for site preparations, provided that the final site selection will be at the discretion of the Municipality;
  - (ii) connection of the EV Charging Station to the Westario Power distribution system; and
  - (iii) any necessary interfacing with ChargePoint Canada, Inc. (“**ChargePoint**”), which will be providing the EV Charging Station for use by the Municipality, to facilitate the successful installation of the EV Charging Station in the location chosen by the Municipality;
- (b) Bruce Power agrees to prepare, at its expense, a marketing plan for the EV Charging Station specific to the Municipality and will arrange for the logos or other branding of Westario Power and Bruce Power (or, at the discretion of Bruce Power, the logo of Bruce Power Net Zero) to be included on each of the installed EV Charging Stations.
- (c) The Parties agree and acknowledge that any preparation of any chosen site for the installation of the EV Charging Station, which preparation may involve such activities as electrical service upgrades, the installation of conduit runs, the running of wiring, the installation of cell repeaters, ensuring cellular coverage and other site work necessary to provide adequate power and connectivity to the EV Charging Station (collectively, the “**Site Preparation Activities**”), will be the responsibility of the Municipality, and neither Westario Power nor Bruce Power shall be responsible to cover any such costs, except as set out in Section 2 below. Upon receiving any estimate of the cost of the Site Preparation Activities, the Municipality shall have the sole discretion to decide whether or not it wishes to proceed with the installation of the EV Charging Station and the execution of the ChargePoint Contracts (as defined below).

2. **Bruce Power and Westario Power Funding Commitments**

- (a) For the three EV Charging Stations to be installed within the Municipality, Bruce Power and Westario Power agree to pay the Municipality an aggregate amount of \$10,000 (which portion, in the case of Westario Power, will also include any of its Westario Services Costs) to defer some of its costs. An EV Charging Station with dual or multiple ports will be considered to be a single EV Charging Station for purposes of this Agreement.
- (b) Any payments to the Municipality hereunder will be subject to the Municipality entering into full-service three-year or five-year contracts with ChargePoint, specifically, the “ChargePoint as a Service Agreement” and the “ChargePoint Master Services and Subscription Agreement” (collectively, the “**ChargePoint Contracts**”) on or before July 15, 2022 (the “**Contract Deadline**”) and will be paid to the Municipality, through electronic funds transfer or such other method as the Parties and the Municipality may reasonably agree, within 30 days of the Municipality providing a copy of the ChargePoint Contracts to Bruce Power and Westario Power (or such other documentation evidencing the execution of such ChargePoint Contracts as Bruce Power and Westario may reasonably require). Neither Bruce Power nor Westario Power shall have any obligations to provide any funding under this Section 2 if the Municipality doesn’t enter into the ChargePoint Contracts by the Contract Deadline and providing evidence of same to Bruce Power and Westario Power, subject to any decision by Bruce Power and Westario Power to extend the Contract Deadline.

3. **Municipality’s Obligations**

- (a) As a pre-condition to receiving funding from Bruce Power and Westario Power as set forth above in Section 2, the Municipality agrees to enter into the ChargePoint Contracts. The Municipality shall, in negotiating with ChargePoint, require the inclusion in the applicable ChargePoint Contract(s) of the ability of the Municipality to share with Bruce Power an electronic monthly station report that sets out key metrics in respect of the EV Charging Station(s) (the “**Report**”) or for ChargePoint to deliver a copy of such Report to Bruce Power at the same time that it provides a copy to the Municipality or otherwise provide Bruce Power with electronic access to such Report. If ChargePoint cannot deliver a copy of the monthly Report to Bruce Power directly, the Municipality agrees that it will provide a copy of each Report to Bruce Power promptly after it receives a copy from ChargePoint. The obligation for the Municipality to provide Bruce Power with a copy of, or access to, the Report shall be for the duration of the initial term of the ChargePoint Contracts, and this obligation shall survive termination or expiry of this Agreement.
- (b) The Municipality shall be responsible for all charges and obligations it incurs in connection with the Site Preparation Activities and under the ChargePoint Contracts, subject to Bruce Power’s and Westario Power’s obligations to provide funding under Section 2.

- (c) The Municipality acknowledges that the cost of electricity supplied through the EV Charging Stations will be to the account of the Municipality and that neither Westario Power nor Bruce Power will have any responsibility to cover or reimburse such costs.
- (d) For the first year of the ChargePoint Contract, the Municipality agrees that it will not charge users of the EV Charging Station for the cost of electricity, provided that for the second and subsequent years of the ChargePoint Contract, the Municipality may charge electricity consumed through the EV Charging Station at reasonable market rates.
- (e) The Municipality agrees that each of Westario Power and Bruce Power shall have the right to include their respective logos on or near the EV Charging Station (or, at the discretion of Bruce Power, the logo of Bruce Power Net Zero) during the initial term of the ChargePoint Contracts.
- (f) The Municipality is entitled to choose the location of the EV Charging Station but agrees that any EV Charging Station that is installed and partially funded by Bruce Power and/or Westario Power under this Agreement will be located within the Municipality in a high-volume, public-use location.

#### **4. Liability Exclusions**

Notwithstanding any other provision of this Agreement, in no event shall either Party be liable to the other Party, whether arising under contract, tort (including negligence), strict liability, or otherwise for loss of anticipated profits, or for any special, incidental or consequential loss or damage arising in connection with the performance or non-performance of this Agreement.

#### **5. Confidentiality and Limit of Use of Information**

- (a) Each Party may, in its sole discretion, disclose Confidential Information (as hereinafter defined) to the other Party in furtherance of the objectives of this Agreement. Nothing herein shall require any Party to disclose any particular data or information whether or not it is part of the Confidential Information.
- (b) Confidential Information that is provided by a Party (the “**Disclosing Party**”) and all rights in and to such Confidential Information shall remain the property of the Disclosing Party and shall be held by the other Party or Parties (the “**Receiving Party**”) for the benefit of the Disclosing Party. The Receiving Party shall not, directly or indirectly, use, exploit or disclose such Confidential Information to any third party, for any purpose unless so authorized hereunder or in writing by the Disclosing Party. Disclosure or use of the Confidential Information by the Receiving Party in breach of this Agreement may cause the Disclosing Party irreparable harm for which ordinary damages are not an adequate remedy and the Disclosing Party may, in the discretion of a court of competent jurisdiction, be entitled to specific performance or injunctive relief for such breach, and such

remedies shall be in addition to all other remedies that the non-breaching Party may be entitled to at law or in equity. Notwithstanding the foregoing, if the Municipality reasonably believes that it is required by applicable law, including the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), to disclose Confidential Information of a Disclosing Party, it shall, to the extent permitted by applicable law, notify the Disclosing Party of such requirement to enable to Disclosing Party to make appropriate detailed representations to the Municipality about the nature of the information and why it should not be disclosed.

(c) “**Confidential Information**” means all information in whatever form (whether written or oral), which is made available to the Receiving Party, directly or indirectly, in connection with this Agreement by the Disclosing Party, which is either confidential, proprietary or otherwise not generally available to the public (including any document, electronic record, note, extract or analysis recalling or recording information which is or derives from Confidential Information), but excludes information that (a) at the time of disclosure to the Receiving Party is in the public domain; (b) after disclosure to the Receiving Party becomes generally available to third parties by publication or otherwise through no breach of this Agreement by the Receiving Party; (c) was lawfully in the possession of the Receiving Party prior to disclosure, as evidenced by the written records of the Receiving Party and which was not acquired, directly or indirectly, from the Disclosing Party in connection with this Agreement; or (d) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party if such source was not to the knowledge of the Receiving Party subject to any prohibition against transmitting the information to the Receiving Party and was not, to the knowledge of the Receiving Party bound by a confidentiality agreement with the Disclosing Party.

(d) The Parties shall not make any public announcement or release pertaining to the existence of this Agreement or the subject matter contained herein without the prior written consent of each of the Parties. However, if a public announcement is required by law or applicable regulation, the affected Party shall notify the other Party and cooperate with them, consistent with legal requirements regarding the content and form of the notice. No prior written consent shall be required for any such legally required public announcement or disclosure.

(e) No Party will acquire any right, title or interest in intellectual or proprietary property (in whatever form) that is (i) owned or possessed by the other Party prior to the date of this Agreement or independently acquired or developed thereafter or (ii) shared with such Party in connection with this Agreement. Any intellectual or proprietary property that is shared with the other Party shall be treated as Confidential Information in accordance with the terms of this Section 5.

**6.**

**Term**

This Agreement shall become effective on the Effective Date and will continue for a term of one (1) year following the commissioning of the EV Charging Station or, if more than one station is installed, one (1) year following the commissioning of the last EV Charging Station installed under this Agreement.

**7.**

**Notices**

(a) Any and all notices, demands, consents, approvals, requests, or other communications which any Party may desire or be required to give under this Agreement (“Notices”) shall be by personal delivery, by overnight courier, by prepaid certified mail, or by electronic mail to the other Party at its address below or such other address as each Party may designate to the other by providing a Notice.

If to Bruce Power:

Bruce Power L.P.  
Bldg. B10, P.O. Box 1540  
177 Tie Road  
Municipality of Kincardine  
R.R. #2  
Tiverton, Ontario N0G 2T0

Attention: Chief Development Officer & Executive Vice President  
Operational Services

Email: [james.scongack@brucepower.com](mailto:james.scongack@brucepower.com)

with a copy to:

Attention: Vice President, Strategy & Chief Legal and Risk Officer

Email: [generalcounsel@brucepower.com](mailto:generalcounsel@brucepower.com)

If to Westario Power: Westario Power  
24 Eastridge Road  
Walkerton, Ontario NOH 2L0

[address]

Attention: ■

Email: ■

*Jenny Alfendary, President & CEO.*  
*jenny.alfendary@westariopower.com*

If to the Municipality:

[address]

Attention: ■

Email: ■

Municipality of Brockton  
100 Scott Street, P.O. Box 68  
Walkerton, Ontario NOG 2V0  
Attention: Sonya Watson, Chief Administrative Officer  
Email : [swatson@brockton.ca](mailto:swatson@brockton.ca)

- (b) A Notice sent in compliance with the provisions of this section shall be deemed delivered two business days after dispatch except in the case of certified mail, in which case it shall be deemed delivered five business days after mailing.

**8. General**

- (a) This Agreement sets forth the entire understanding of the Parties with respect to the matters described herein and therein and supersedes all prior agreements, written or oral. This Agreement can be amended or extended only by written agreement signed by the Parties.
- (b) Each Party shall solely bear and pay its own legal, accounting and other costs, charges and expenses in connection with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to this Agreement.
- (c) The application of this Agreement shall be limited to matters specifically dealt with herein. The Parties shall continue to operate independently of one another (including dealing with third parties) in regard to all matters.
- (d) Each Party shall comply with any and all applicable laws, regulations, rules, ordinances, notifications, guidelines, policies, directives, judgments and orders of any legislative and/or executive or other applicable governmental bodies in any jurisdiction related to work under this Agreement.
- (e) Nothing in this Agreement shall be construed to make or constitute the Parties partners, joint venturers, employees, or employers of the other, or either deemed the agent of the other in any respect. Neither Party shall have the right or authority to make any promise, guarantee, warranty, or representation, or to assume, create, or incur any liability or other obligation of any kind, express or implied, against or in the name of, or on behalf of, the other, except as described in this Agreement.
- (f) This Agreement shall be governed by and construed in accordance with the substantive laws of the Province of Ontario, Canada without regard to any conflict of laws rules that might indicate the applicability of the laws of any other jurisdiction. Any judicial proceeding brought arising out of or related to this shall be brought in the provincial courts having within their venue Ontario, Canada. In any such proceeding the Parties hereby waive any objection they may have based on lack of personal jurisdiction, improper venue, or inconvenient forum.
- (g) Any dispute arising out of or in connection with this Agreement that is not settled by negotiation of the Parties shall be finally settled in accordance with the *Arbitrations Act, 1991* (Ontario). Notwithstanding the foregoing, each Party has the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction to apply for interim or conservatory measures, but not monetary damages. If either Party is successful in

obtaining injunctive relief, the losing Party agrees to be responsible for paying all of the winning Party's expenses in seeking such relief, including all costs of bringing suit and all reasonable legal fees.

- (h) This Agreement may be executed in counterparts. Each Party may deliver an executed copy of this Agreement in original or electronic form, and the Parties adopt any signatures (including electronic signatures) received in pdf. format by e-mail or other means of electronic communication as original signatures of the Parties.

*Signature Page Follows.*



IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date first written above.

**WESTARIO POWER INC.**

By: *George Afanador*  
Name: *George Afanador*  
Title: *President and CEO*

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BRUCE POWER L.P. by its general partner, BRUCE POWER INC.**

By: \_\_\_\_\_  
Name: Jennifer Edey  
Title: Senior Vice-President, Operational Services and Business Development

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Municipality] CORPORATION OF THE MUNICIPALITY OF BROCKTON**

By: *[Signature]* *Mayor*  
Name: *Chris Peabody*  
Title: *Mayor*

By: *[Signature]*  
Name: *Fiona Hamilton*  
Title: *Clerk*

