

NUCLEAR HOST COMMUNITY FUNDING ARRANGEMENT (the “Agreement”)

Between:

THE CORPORATION OF THE CITY OF PETERBOROUGH (“Peterborough”)

and

ONTARIO POWER GENERATION INC. (“OPG”) (together, the “Parties”)

Recitals:

WHEREAS OPG recognizes that emergency preparedness and response is, and will continue to be, a community responsibility which it has committed to support;

AND WHEREAS OPG wishes to provide funding for the Peterborough’s nuclear emergency management program (the “Peterborough-Program”) on the terms and conditions set out herein, which OPG accepts, and which has been approved by the Council of the City of Peterborough (“City Council”);

AND WHEREAS City of Peterborough is a designated host municipality of the Pickering and Darlington Generating Stations under the Provincial Nuclear Emergency Response Plan (the “PNERP”);

AND WHEREAS the government of the Province of Ontario (“Ontario”) has the ultimate responsibility to organize, administer and implement the PNERP;

AND WHEREAS the Parties recognize that Ontario is primarily responsible for mitigating the off-site effects and coordinating the off-site response to an Incident (as defined in this Agreement);

AND WHEREAS the Parties recognize that Ontario, through its Ministries, agencies, boards and commissions, has primary responsibility for the health, safety and welfare of all inhabitants of the province, and the protection of property and the environment;

AND WHEREAS the Parties recognize that Ontario shall support and coordinate the response to the off-site consequences of an Incident and may, where appropriate, issue operational directives and emergency orders (in the event of a declared provincial emergency) under the *Emergency Management and Civil Protection Act*, RSO 1990, c E9.

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NOW, THEREFORE, the Parties hereto agree as follows:

Definitions:

Incident means an event which requires OPG to initiate its nuclear emergency response plan (and which requires Peterborough to initiate appropriate responses as set out in the Peterborough-Program).

Peterborough-Program has the meaning given to it in the Recitals.

1. Purpose

This Agreement establishes the obligations and responsibilities of OPG with respect to the provision of financial support for Peterborough's Office of Emergency Management ("POEM") activities under the Peterborough-Program; and outlines Peterborough's operational responsibilities in relation to the receipt of this financial support from OPG. This Agreement also establishes the Parties' mutual obligations to co-operate in and to coordinate their respective nuclear emergency responses to an Incident.

2. Funding Obligations and Other Obligations

OPG shall provide the funds set out in section 3 of this Agreement to enable Peterborough to:

- a. design the Peterborough-Program in accordance with the requirements of the PNERP;
- b. train such of its employees as POEM determines reasonable and necessary to implement the Peterborough-Program; and
- c. when required, implement the Peterborough-Program in response to an Incident.

Funds supplied to Peterborough by OPG shall be used solely for the purposes set out above.

Peterborough is solely entitled to determine the specific allocation of funds received to activities and expenses within the Peterborough-Program.

POEM operations in relation to the Peterborough-Program will include, at minimum, the following items which the Parties agree are warranted based on the unique needs of the Peterborough-Program:

- Radiation awareness and annual vehicle decontamination training and testing for Peterborough staff, as POEM determines necessary or advisable;
- Radiation awareness and Nuclear Reception Centre training – Emergency Social Services Staff and Community Partners;
- Regular review and update of the City of Peterborough Nuclear Emergency Response Plan
- Regular inventory of Nuclear Reception Centre supplies;
- On site visit of Fleming Nuclear Reception Centre and confirmation of flow path and service delivery locations;
- Vulnerable populations planning with Emergency Social Services Staff and Community Partners;
- Nuclear Reception Centre Drill (in accordance with OPG and Provincial Nuclear Training Schedule);
- Participation in Provincial Nuclear Emergency Management Coordinating Committee
- Participation in Provincial Nuclear Evacuation Strategy Coordinating Committee
- Participation in Provincial Nuclear Compensation Working Group
- Participation in Potassium Iodine Working Group

Peterborough will exercise reasonable efforts to ensure that security clearances are obtained for those employees, agents, or contractors of Peterborough who will require access to the OPG site in order to carry out Peterborough’s obligations under this Agreement. The aforementioned security clearances are only those security clearances, which OPG must obtain in order to comply with regulatory requirements in relation to access to the protected areas of any OPG sites. For clarity, nothing in this Agreement will require OPG to allow any employees, agents, or contractors of Peterborough to access a protected area without a valid security clearance.

Provided that OPG has substantially complied with its obligations under this Agreement, Peterborough will, in response to an Incident, ensure that it initiates the appropriate responses as set out in the Peterborough-Program with sufficient operations staff and work with POEM to assist in responding to the Incident.

3. OPG Obligations

OPG agrees, subject to OPG’s approval of the financial plan in accordance with section 4 (the “Financial Plan”), to provide operating funds to the City for the operations of POEM with respect to costs associated with the maintenance, implementation and operations of the Peterborough-Program (“**POEM Operating Costs**”) in the amounts indicated in Table 1, below:

Table 1: POEM Operating Funds	
Time Period	Maximum Amount
January 1, 2026 to December 31, 2026	\$75,000
January 1, 2027 to December 31, 2027	\$76,500
January 1, 2028 to December 31, 2028	\$78,100
January 1, 2029 to December 31, 2029	\$79,600
January 1, 2030 to December 31, 2030	\$81,200

The Parties agree that these amounts will be used in connection with the implementation of the specific requirements related to the development of the Peterborough-Program, and to offset the operational costs incurred by Peterborough’s implementation of the Peterborough-Program in response to an Incident.

OPG agrees to direct a reasonable number of adequately trained OPG staff, as may be requested by Peterborough, to:

- a. support Peterborough’s development of the Peterborough-Program; and
- b. implement the Peterborough-Program in response to an Incident.

4. Financial Plan and Invoicing Responsibilities

Promptly upon execution of this Agreement, OPG shall issue a single purchase order to Peterborough to cover the annual POEM Operating Costs for the current calendar year, as outlined in Table 1. At the beginning of each subsequent calendar year during the term of this Agreement, Peterborough shall deliver an invoice to OPG referencing the purchase order, and OPG shall deliver payment to Peterborough within 75 days of receipt of a valid invoice..

Peterborough will forward to OPG on or before the 1st day of December each year during the term of this Agreement, a brief program report in such form and detail as may reasonably be requested by OPG, showing:

- a. the allocation of that current calendar year for POEM Operating Costs;
- b. a summary of costs spent on participation in exercises, and meetings, and any relevant enhancements to the Peterborough-Program; and,
- c. a brief summary of the relevant work of the Peterborough-Program expected to be conducted in the subsequent calendar year.

The Parties agree that the program report described above shall constitute Peterborough's Financial Plan for the purposes of this Agreement.

5. Mutual Obligations

The Parties will regularly consult with each other and coordinate a joint review process of their respective nuclear emergency response plans. The Parties commit themselves to enhancing awareness of the foregoing within their staff and to communicating with each other in relation to the Peterborough-Program and OPG's nuclear emergency response plan.

6. Employees

This Agreement does not create an agency or employment relationship, joint venture, partnership, corporation or any other association or entity between the Parties or their respective employees. Furthermore, nothing in this Agreement shall impact any collective agreements and/or terms of employment between the Parties and their respective employees.

7. Liabilities

Each Party shall defend, indemnify and save harmless the other from and against all claims, losses, damages, actions, suits or proceedings arising out of this Agreement that arise from the negligent acts or omissions or willful misconduct of the indemnifying party, including its employees, agents or contractors.

In no event whatsoever will either OPG or Peterborough be liable for:

- a. indirect, special, incidental, contingent or consequential damages including loss of goodwill, loss or damage to data, or any information, loss of actual or anticipated revenue or profits, failure to realize expected savings, loss of use or any other economic loss whatsoever, even if OPG or Peterborough, as the case may be, has been advised of the potential for such damages. However, Peterborough shall be reimbursed for the replacement value and rental costs incurred pending delivery of new vehicles and/or associated equipment related to any involvement at OPG facilities become(s) unusable as a result of contamination; or
- b. punitive, exemplary or aggravated damages.

8. Insurance

OPG and Peterborough shall each maintain in effect Commercial General Liability insurance in the amount of at least 10 million dollars and Standard OAP 1 Automobile Insurance in the amount of at least 2 million dollars. Each Party shall be named as an Additional Insured on the Commercial General Liability policy with respect only to liability arising from the operations of the insuring party and, if requested, annually supply a certificate of insurance evidencing the said coverage to the other Party. A Party's insurance coverage shall not be cancelled without providing the other party with 30 days' written notice.

9. Confidentiality of Security Related Information

All information obtained by Peterborough in the course of carrying out the terms of this Agreement and which is identified as confidential by OPG (the "Confidential Information"), shall not be disclosed by Peterborough to third parties except with the prior written consent of OPG or as may be required by applicable law. OPG acknowledges and agrees that Peterborough is subject to the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c M56 ("MFIPPA"). Peterborough will notify OPG of any request for Confidential Information under MFIPPA, and prior to responding to the request, will diligently consider the applicability of any available exemptions to disclosure under MFIPPA, taking into account any input received from OPG. In the event of an appeal against the refusal of such a request, OPG, as a third party, will present arguments within the appeal to support its position against disclosure, if OPG wishes to support the refusal on appeal. The parties further acknowledge that members of City Council may use Confidential Information, in accordance with the applicable provisions of the Municipal Act, 2001 S.O. 2001 c.25. Peterborough will inform Council Members who may use any such Confidential Information hereunder of the confidential nature of the Confidential Information.

10. Cyber Security

Peterborough will, at all times throughout the Term, maintain or cause to be maintained those cyber security requirements outlined in Schedule 10. The Parties acknowledge that for the purposes of this Agreement, Peterborough is: (i) not providing any Cyber Asset or Cyber Service to OPG; and (ii) will not be provided with a Designated Named Account, Generic Account or remote access to OPG Systems and Information pursuant to Sections 1.2(e), (f) and (g) of Schedule 10.

11. Term and Termination of this Agreement

Subject to the termination provisions herein and the terms of Section 13, this Agreement is effective as of January 1, 2026 and will remain in full force and effect for a term of 5 (five) years, terminating on December 31, 2030.

Either Party may provide written notice to the other Party at any time, expressing a desire to terminate the Agreement. Prior to termination the parties agree that the Parties shall meet to:

- a) re-negotiate the major terms of the Agreement, where the desire to terminate is based on concerns relating to existing regulatory requirements, within 1-year of the written notice;

- b) re-negotiate the terms of the Agreement, as soon as possible, where the desire to terminate is based on concerns relating to regulatory changes which either Party believe require immediate action to address.

If the Parties meet in accordance with section 11(A) or 11(B) but are unable to reach mutual agreement with respect to desired amendments to this Agreement, either party may issue a written notice of termination. Termination of the Agreement shall be effective 30 days after the receipt of such notice of termination.

12. Amendments

Except as otherwise expressly provided in this Agreement, no supplement, restatement or termination of this Agreement in whole or in part is binding, unless it is in writing and signed by each Party.

13. Authorization and Miscellaneous

Peterborough has duly and validly authorized the execution, delivery and performance of this Agreement and no other approvals are necessary to authorize this Agreement.

OPG has duly and validly authorized the execution, delivery and performance of this Agreement and no other approvals are necessary to authorize this Agreement.

If any provision of the Agreement is unenforceable or void by reason of law the remainder of the Agreement will remain intact.

This Agreement is intended to be legally binding. The Parties acknowledge that they have had the opportunity to obtain independent legal advice in connection with this Agreement.

14. Notices

Any communication concerning this Agreement shall be issued in writing and delivered or mailed to the following addresses of the parties respectively:

City of Peterborough
500 George Street North
Peterborough ON K9H 3R9
Attn: Manager, Emergency Management,
Insurance and Risk Management

Ontario Power Generation Inc.
889 Brock Road
Pickering, ON L1W 3J2
Attention: Section Manager, Enterprise
Emergency Management

IN WITNESS WHEREOF the parties have executed this Agreement through their officers duly authorized on that behalf.

This Agreement is binding upon the Parties and their successors and assigns as accepted and agreed by:

THE CORPORATION OF THE CITY OF PETERBOROUGH


John Kennedy, City Clerk

Jeff Leal, Mayor

Date _____

Date _____

ONTARIO POWER GENERATION INC.



Name: Andy Owen

Title: Vice President, Security and Emergency Service

Date December 4, 2025

SCHEDULE 10

CYBER SECURITY

1.1 Certain Definitions. For the purposes of this Schedule 10:

- (a) **“Contractor”** means Peterborough.
- (b) **“Cyber Asset”** means:
 - (1) any asset designated by OPG as a Cyber Asset; or
 - (2) any computing hardware, software, firmware or other computing or information technology that:
 - (A) is transferred, licensed, made available or otherwise provided by Contractor to OPG under this agreement, or is used exclusively by Contractor for OPG under this agreement, and
 - (B) has the ability to impact the availability, integrity or confidentiality of OPG Systems and Information,unless OPG expressly specifies that such computing hardware, software, firmware or other computing or information technology is not considered a Cyber Asset under this agreement.
- (c) **“Cyber Equipment”** means any of Contractor’s computing hardware, software, firmware or other computing or information technology that is:
 - (1) not a Cyber Asset; and
 - (2) connected to any OPG Systems and Information or is used to access, create, modify, store, process or transmit OPG Data in the course of performing Contractor’s obligations under this agreement.
- (d) **“Cyber Services”** means any application, infrastructure or related service provided by Contractor in relation to:
 - (1) any asset designated by OPG as a Cyber Asset; or
 - (2) any computing hardware, software, firmware or other computing or information technology that has the ability to impact the availability, integrity or confidentiality of OPG Systems and Information, unless OPG expressly specifies that such application, infrastructure or related service is not considered Cyber Services under this agreement.
- (e) **“OPG Data”** means all information relating to OPG, its business, financial position, assets, technology, operations, activities or proposed activities and prospects, including any technical, commercial, legal, financial, strategic, tactical, regulatory or governmental information, reports, drawings, specifications,

contracts, business plans, projections, forecasts or other documents or information, whether written or oral, and including such information that is provided to Contractor by OPG or its representatives, or otherwise received or accessed by Contractor, under this agreement, or created or provided to OPG by Contractor under this agreement.

- (f) “**OPG Systems and Information**” means OPG’s networks, information systems, industrial control systems, or any components thereof (including computing hardware, software, firmware or other computing or information technology), or any OPG Data.

1.2 Cyber Security Requirements. Contractor:

- (a) represents and warrants to OPG that: (i) Contractor has a written and enforceable cyber security policy, and has established and maintains a cyber security program that is designed and implemented to prevent, detect and respond to cyber attacks that may impact OPG Systems and Information; and (ii) Contractor’s personnel (which, for the purposes of these requirements, includes any Contractor’s personnel having access to OPG Systems and Information) have completed position-appropriate cyber security training;
- (b) will immediately revoke all access to OPG Systems and Information for any Contractor’s personnel who is terminated or no longer needs access to OPG Systems and Information;
- (c) will notify OPG by sending an email to scs@opg.com within 48 hours after discovering any security breach, incident or vulnerability impacting or otherwise involving OPG Systems and Information (including any Cyber Equipment if Contractor, acting reasonably, believes any such security breach, incident or vulnerability may have impacted or may potentially impact OPG Systems and Information), and furthermore if such security breach, incident or vulnerability relates to any Cyber Asset, Cyber Equipment, or Cyber Services, Contractor will also: (i) include in such written notification of any security breach, incident or vulnerability to OPG a description of the breach, incident or vulnerability, its potential security impact, its root cause, a remediation plan, and recommended mitigating or corrective actions; and (ii) promptly and continuously cooperate and coordinate with OPG to prevent, stop, contain, mitigate, resolve, recover from, respond to, and otherwise deal with any security breach, incident or vulnerability, including by providing OPG with ongoing status reports;
- (d) will: (i) ensure that no contaminants, including viruses, worms, Trojan horses, adware, spyware, trackware, hack tools, dialers, joke programs, time locks or other software routines, codes or instructions of a similar nature are placed on, or allowed access to, any OPG Systems and Information; and (ii) perform patching and testing on any Cyber Equipment, including through the performance of anti-malware and vulnerability scans, in order to identify and correct or mitigate any cyber security weaknesses or vulnerabilities;
- (e) if OPG provides specific Contractor’s personnel with a unique user identification (ID) to access OPG Systems and Information (“**Designated Named Account(s)**”) will: (i) ensure only Contractor’s personnel designated by name may use the

Designated Named Account(s); (ii) ensure the Designated Named Account(s) are not shared with any individual or entity other than such Contractor's personnel; and (iii) notify OPG immediately after becoming aware of a decision to terminate or re-assign any of Contractor's personnel to whom OPG provided Designated Named Account(s) to allow OPG to revoke such Contractor's personnel's access on a timely basis;

- (f) if OPG provides Contractor with a generic user identification (ID) to access OPG Systems and Information ("**Generic Account**"), will: (i) ensure only Contractor's personnel authorized by OPG may use the Generic Account; (ii) ensure the Generic Account is not shared with any individual or entity other than such Contractor's personnel; (iii) change the password for the Generic Account on a periodic basis in accordance with best practices; and (iv) notify OPG immediately after becoming aware of a decision to terminate or re-assign any of Contractor's personnel authorized by OPG and change the password for the Generic Account immediately following such termination or re-assignment;
- (g) if remote access (such as Contractor-initiated interactive remote access or system-to-system remote access) is required to access OPG Systems and Information, will: (i) only use those internet protocol (IP) addresses, ports, and minimum privileges required for the remote access as mutually agreed by the parties; (ii) only use Designated Named Account(s); and (iii) in case of system-to-system connections that may limit OPG's capability to authenticate the personnel connecting from Contractor's systems, maintain complete and accurate books, user logs, access credential data, records, and other information applicable to connection access activities for the entire term of this agreement;
- (h) will ensure that OPG Data is properly safeguarded; and
- (i) if Contractor is required by OPG to dispose of OPG Systems and Information, will ensure that: (i) the disposal is done securely and in a timely manner and in compliance with Applicable Laws; and (ii) if Contractor retains any OPG Data created on Contractor's Cyber Equipment by its normal back-up procedures, Contractor: (a) has restricted access to any backed-up OPG Data; (b) does not intentionally attempt to recover such OPG Data, unless directed by OPG or required by Applicable Laws; and (c) if Contractor does recover any such OPG Data (including as a result of a disaster recovery procedure), Contractor will immediately dispose of such OPG Data, unless directed by OPG or required by Applicable Laws, provided that if Contractor is required by Applicable Laws to recover or disclose any such OPG Data, Contractor will: provide OPG prompt notice of such requirement and the details thereof so that OPG may challenge such requirement or seek an appropriate protective order; consult with OPG on the advisability of taking legally available steps to resist or narrow such requirement; disclose only such OPG Data as is required by Applicable Law; and use best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such OPG Data.

1.3 Cyber Assets or Cyber Services. If Contractor is providing any Cyber Asset or Cyber Service to OPG, in addition to the foregoing, Contractor will:

- (a) provide to OPG: (i) documentation that describes Contractor's applicable aspects of its system development lifecycle and patch management program and update processes; (ii) documentation that describes the cyber security features and wireless or remote networking capabilities of the Cyber Asset; and (iii) cyber security-focused instructions, including manuals, for the maintenance, support and reconfiguration of the Cyber Asset, and best practice recommendations for hardening of the Cyber Asset and, as applicable, OPG Systems and Information;
- (b) provide to OPG the appropriate patches and/or updates to remediate any security vulnerabilities in the Cyber Asset within seven days after becoming aware of any vulnerabilities, disclose to OPG its mechanisms to deliver software, firmware and patches, including checksums, digital signatures or other means of identification for all software, patches and configuration files, and ensure its controls will enable OPG to verify the authenticity and integrity of the patches delivered through these mechanisms. If patches and/or updates cannot be made available by Contractor within the specified period, Contractor will provide mitigations and/or workarounds until the patches and/or updates are available and provided. This provision also applies to all third-party components used in the Cyber Asset;
- (c) if applicable, use tamper-evident packaging when supplying to OPG any computing hardware and, at OPG's request, provide copies of any documentation to show the chain-of-custody for such hardware; and
- (d) use information technology security best practices in the development of the Cyber Asset and will ensure that: (i) there are no hardcoded passwords utilized in the Cyber Asset; (ii) there are no accounts or known methods that are able to bypass authentication in the Cyber Asset, unless Contractor has made OPG aware of, and OPG has accepted in writing, such accounts or methods; and (iii) the most critical cyber security weaknesses are addressed in Contractor's system development life cycle (Contractor will refer to applicable standards, such as the [SANS Top 25 Most Dangerous Software Errors](#), the [OWASP Top 10](#), or their successors).