

SEC Interrogatory #151

Interrogatory

**Reference:
F1-1-1, p. 16-17**

Question(s):

For each continuous improvement initiative for the hydroelectric business, please provide for each year between 2025 and 2031, a) the annual costs, and b) any quantified benefit (in cost savings or increased output). Please provide all calculations including any details regarding methodology and assumptions made.

Response

As discussed in Ex. F1-1-1, Section 5.3, OPG's regulated hydroelectric business demonstrates strong cost performance, ranking in the first quintile for OM&A costs relative to a benchmark group of peer utilities. While this performance compares favourably, OPG's Renewable Generation business unit ("RG") plans to pursue a series of initiatives over the business plan period to maintain and further improve performance.

The goal of this continuous improvement is to enhance or optimize established work processes. Since 2023, these initiatives have been guided by the Excellence Plan framework, which supports continuous improvement in People, Plant, and Future pillars (refer to Ex. L-F1-SEC-150, Attachment 2).

To support continuous improvement in cost and production performance and to sustain benchmark outcomes, RG actively shares and adopts best practices through structured peer-learning forums, including the Center for Energy Advancement through Technological Innovation ("CEATI"), as well as through targeted engagements with peer utilities such as Hydro-Québec and the New York Power Authority across project interfaces. These peer-learning activities are embedded across multiple focus areas within the business's continuous improvement planning and are reinforced through benchmarking to drive ongoing reflection and performance improvement.

OPG is unable to attribute discrete cost savings or isolate incremental production increases to individual initiatives, as overall performance reflects the combined and interacting effects of multiple initiatives, external conditions, and other operational factors that together drive the aggregate outcome.

1 **Our People**

2 A core focus of the People pillar is safe work execution. There is a direct link between
3 safety and efficient execution, as safety events or near misses can have an impact on
4 the individual worker and the team. The subsequent event response also has an
5 operational impact. The initiatives in this area aim to make safety easier by reducing
6 administrative burden, bringing safety to the forefront, and identifying early warning
7 signs to prevent events, in order to support reliable and predictable execution.

8
9 Safety

10 The safety initiative focuses on further strengthening supervisors' capability to lead
11 workers to improve hazard recognition and make consistent, safer choices. A
12 balanced approach is required to address low energy events, typically responsible for
13 Total Recordable Injury Frequency injuries (refer to Ex. F1-1-1, Section 4.1), and high-
14 energy work that has the potential for serious consequences.

15
16 Building on the work discussed in Ex. L-F1-SEC-152, hand safety remains a priority to
17 continue improvements in this area; RG also continues to review best practices in the
18 construction industry and through the years of 2025-2031 will implement further
19 Personal Protective Equipment improvements. The safety initiative ties in with
20 leadership development to build coaching skills. The observation and coaching
21 initiative will include a greater focus on high-energy work and the associated controls
22 in order to achieve stronger performance.

23
24 Work Protection

25 As discussed in Ex. L-F1-SEC-152, RG upgraded to a re-platformed Equipment Status
26 Monitoring ("ESM3R") application, which incorporated fully electronic Work Protection
27 Packages, increasing safety measures and reducing administrative errors. Since the
28 adoption of this application, RG saw significantly reduced Level 1 Work Protection
29 Events.¹ For the 2025-2031 period, the Work Protection initiative continues this
30 progress by standardizing and digitizing the data required to realize the full benefits of
31 the system. Key efforts include:

- 32
- 33 • Plant Configuration Management to align Work Management equipment
34 identification with Work Protection equipment identification, and
 - 35 • Digitizing Operating Prints to enhance ESM3R capabilities by incorporating live
36 electronic operating diagrams that display equipment status in real time.

37 Building on the work discussed in Ex. L-F1-SEC-152, the Work Protection initiatives
38 are expanding to include a stronger focus on low-level reporting. This enables RG to
39 shift from reactive event response to proactive monitoring for early warning signs.
40 Increased low-level reporting helps surface potential near misses early, where they
41 can be identified and addressed through programmatic barriers.

¹ Level 1 Work Protection Events are events in which no programmatic barriers remain between the individual worker and the hazardous energy.

1 **Our Plant**

2 The focus of the Plant pillar is on continuous improvement and integration of
3 standardized processes and programs across the fleet. There is a direct link between
4 equipment reliability, maintenance initiatives, and the digital tools that make data more
5 readily available.

6
7 Equipment Reliability

8 The Equipment Reliability program will continue to strengthen equipment health
9 monitoring (described in Ex. L-D1-SEC-041) by expanding to generating units across
10 the fleet. The equipment health monitoring process evaluates asset condition, as
11 described in Ex. L-D1-SEC-041. This process continues to improve through software
12 enhancements and stronger system health groups, further enhancing the condition
13 assessments.

14
15 Focus on forced outages remain a priority through the Equipment Failure Review
16 (“EFR”) process. EFR evaluates forced outage cause and informs actions to reduce
17 the likelihood of recurrence (refer to Ex. L-F1-SEC-152). This may also inform future
18 project scope and internal evaluation of forced outage target-setting and benchmarking
19 with industry, as described in Ex. L-F1-Staff-321.

20
21 Maintenance

22 As discussed in Ex. L-F1-SEC-152, the Work Management Performance Index and
23 digital tools have driven improvements in regional focus and action to improve
24 maintenance execution, including reduction in administrative burden. The
25 maintenance focus is to further enhance the utilization of digital tools and
26 standardization of maintenance programs. To support standardization, a Preventative
27 Maintenance (“PM”) Review Board was introduced in 2025 as a cross-functional review
28 of PM tasks across regions by Maintenance and Engineering. This integrates technical
29 basis and operational experience to optimize similar PM tasks across the regions.

30
31 **Our Future**

32 A key focus of the Future pillar is building on the foundation to enable continued
33 progress for improvement initiatives across the business. RG’s work in this area is
34 centered on shifting from analogue to digital data and moving from regionally stored
35 documentation to more standardized processes. These are core prerequisites for
36 delivering future efficiencies.

1 **Environment**

2 As discussed in Ex. F1-1-1, Section 4.2, Total Recordable Environmental Events
3 (“TREE”) metric is newly established in 2026 and combines total reportable spills and
4 environmental infractions for OPG. For RG, the 2026 through 2031 target is 10, which
5 improves upon the previous Environmental Performance Index (“EPI”) target of 11.
6

7 In addition, RG continues to achieve environmental sustainability recognized through
8 the Wildlife Habitat Council (“WHC”) certification. R.H. Saunders GS has received a
9 Gold certification in 2026, and Niagara and southeastern stations will seek re-
10 certification of Gold status in 2026 and 2027.
11

12 **Modernization**

13 As discussed in Ex. D3-1-1, Section 3.1.3, RG will be transitioning to a new Enterprise
14 Asset Management (“EAM”) system. RG has started prerequisite work to lay the
15 foundational data and technology infrastructure required to realize the intended
16 outcome of OPG’s Digital Roadmap, as discussed in Ex. D3-1-1, Section 3.1 and Ex.
17 D3-1-1, Attachment 1.
18

19 The Excellence Plan captures modernization across the three categories with focus on
20 training and skills development in the People category, work management process
21 improvements in the Plant category, and digitization of data and standardizing best
22 practices in the Future category.

1 **SEC Interrogatory #152**

2
3 **Interrogatory**

4
5 **Reference:**
6 **F1-1-1, p. 16-17**

7
8 Question(s):

9
10 For each historic or current continuous improvement or productivity initiative for the
11 hydroelectric business, please provide for each year between 2016 and 2024, a) the
12 annual costs, and b) any quantified benefit (in cost savings or increased output).
13 Please provide all calculations including any details regarding methodology and
14 assumptions made.

15
16
17 **Response**

18
19 The Renewable Generation (“RG”) business unit is focused on demonstrating a
20 commitment to operational and project excellence while managing the impact on
21 safety, reliability, and environmental sustainability of operations. These priorities are
22 reflected in the annual business planning process. As discussed in Ex. F1-1-1, Section
23 5.3, when benchmarked against other utilities, OPG’s regulated hydroelectric business
24 ranks first quintile for OM&A costs relative to a benchmark group of peer utilities. To
25 support achieving these results, RG has undergone several initiatives between 2016-
26 2024 to enhance or optimize established work processes. Presented in this response
27 is a summary of the key focus areas.

28
29 OPG is unable to attribute discrete cost savings or isolate incremental production
30 increases to individual initiatives, as overall performance reflects the interacting effects
31 of multiple initiatives, external conditions, and other operational factors that together
32 drive the aggregate outcome.

33
34 **Organizational Realignment**

35 In 2016, RG was operated by five regions (Niagara, Northeast, Southeast, Northwest,
36 and Central Operations) with six control centres providing remote control and
37 monitoring for OPG’s hydroelectric generating facilities. The business has since
38 undergone a series of amalgamations and realigned its structure to the current status
39 of three operating regions (Niagara, Eastern, and Western) and four control centres,
40 as described in Ex. A1-4-2, Section 2.0. These realignments were optimized to ensure
41 effective regional oversight and increased cross-functional collaboration.

1 **Safety**

2 RG maintains a steadfast focus on safety initiatives to protect workers and minimize
3 disruption to operations. The business has continuously improved safety performance
4 and continues to focus in this area (refer to Ex. L-F1-SEC-151). As discussed in Ex.
5 F1-1-1, Section 5.1, the 2023 benchmarking ranked RG's Total Recordable Injury
6 Frequency ("TRIF") performance as first quartile for Electricity Canada (formerly
7 Canadian Electrical Association) and second quartile of Edison Electric Institute and
8 Electric Utility Cost Group.

9
10 In 2016, OPG launched an enterprise-wide focus on hand-related injuries and glove
11 usage for employees in industrial and construction settings to reduce hand and finger
12 injuries. Through this initiative, RG implemented a minimum glove protection
13 requirement of ANSI 3-3-3 (Level 3 performance for cut, abrasion, and puncture
14 resistance). This contributed to a reduction in hand and finger injuries in 2018. To drive
15 further improvement in low energy tasks that contribute to the TRIF metric, additional
16 focus was directed to hand safety in 2024 and 2025.

17
18 In 2022, RG introduced an Observation & Coaching program in response to first
19 quarter safety performance. This initiative focused on supervisor oversight, enhanced
20 safe work planning discussions, and worksite hazard recognition. Along with other
21 factors, this contributed to an 18% reduction in year-over-year recordable events and
22 a 9% reduction in year-over-year hand injuries reflected in the TRIF numbers from
23 2023-2025 (refer to Ex. F1-1-1, Chart 1).

24
25 In 2023, RG implemented an electronic Safe Work Plan ("SWP") database and
26 electronic SWP methodology. This ensures the business has a record of appropriate
27 instructions before beginning less-frequent tasks. A focus on written SWPs puts
28 emphasis on safe job planning, ensuring every worker involved in high energy work
29 has the opportunity to participate in establishing a safe work plan.

30
31 In 2024, OPG adopted the Safety Classification Learning model which is an industry-
32 accepted method for rating incidents. Adoption of the expanded criteria for
33 investigation provided additional insights to share across the business.

34
35 **Work Protection**

36 In 2022, Equipment Status Monitoring ("ESM") was upgraded to a re-platformed ESM
37 application (ESM3R) which incorporated fully electronic Work Protection Packages.
38 This initiative introduced system controls that prevent work from proceeding when
39 required conditions are not met, in order to improve worker safety. Along with other
40 factors, this contributed to a reduction in Level 1 Work Protection¹ events between

¹ Level 1 Work Protection Events are events in which no programmatic barriers remain between the individual worker and the hazardous energy.

1 2016 to 2024. As discussed in Ex. L-F1-SEC-151, a reduction in events is a reduction
2 in an event response, allowing workers to execute work more predictably and safely.

3
4 **Equipment Reliability**

5 In 2018, RG adopted an industry standard toolset through the Engage platform to
6 improve the equipment health monitoring and engineering risk assessment processes,
7 as described in Ex. L-D1-SEC-041. The platform provides a centralized repository of
8 data, which enables the business to more effectively trend and analyze equipment
9 health to strengthen the management of fleet equipment risks.

10
11 To strengthen cross-functional oversight, Equipment Failure Reviews were
12 implemented in 2020 and had a focus on forced outage causes, to inform business
13 and operational decisions. In addition, to strengthen cross-functional ownership of
14 equipment reliability, annual Plant Health Committee meetings were established in
15 2022 for each work center to facilitate a comprehensive review, tying together
16 equipment condition, risk mitigation plans, failure reviews, and metrics.

17
18 In 2021, RG adopted industry guidelines published by the Electric Power
19 Research Institute and established an Equipment Reliability Index (“ERI”). The
20 implementation of the Equipment Reliability program and metrics have supported
21 performance improvement. Preventative Maintenance (“PM”) cancellations, which can
22 occur for several reasons (such as scope satisfied by another work order, or pre-
23 inspection results indicate satisfactory condition) are a focus. A lower cancellation rate
24 is an indication that identified PM work on critical equipment has been executed. This
25 helps moderate equipment reliability reductions over time and the “time to failure” risk
26 increase, as equipment condition deteriorates. As part of ERI, the PM Work Order
27 Task Cancellation metric tracks the rate of tasks cancelled on critical equipment and
28 has improved from 0.87 in 2022 to less than 0.30 by the end of 2025.

29
30 **Maintenance**

31 In 2020, RG introduced electronic work packages and tablets for maintenance
32 personnel to reduce administration burden and progress towards digital work
33 processes.

34
35 As discussed in Ex. F1-1-1, Section 3.1.2, in its 2022 Value for Money audit, the Auditor
36 General outlined recommendations to further strengthen maintenance planning. In
37 response to the recommendations, RG introduced the Work Management
38 Performance Index monitoring and tracking which focused attention on critical
39 equipment and backlog reduction backlog of work order tasks has steadily declined.

1 **Environment**

2 RG demonstrates its commitment to environmental sustainability through a number of
3 initiatives, as described in Ex. F1-1-1, Section 4.2.

4
5 In 2019, RG compiled and maintained a comprehensive tracking list of equipment
6 requiring removal to be in compliance with Federal Polychlorinated Biphenyls (“PCB”)
7 Reg. SOR/2008-273. In total, 741 items were identified for removal. In 2025, after
8 sustained efforts, the business successfully completed removal of all identified
9 electrical equipment containing or suspected to contain PCBs in a concentration \geq 50
10 ppm prior to the regulatory deadline of December 31, 2025.

11
12 RG has also received Gold certification from the Wildlife Habitat Council (“WHC”) in
13 several areas.

14
15 In 2020, a goat grazing program was implemented to manage overgrown vegetation
16 and invasive plant species at Sir Adam Beck Pump Generating Station and DeCew
17 Falls generating stations, as such vegetation can interfere with monitoring water level
18 readings, water quality, and rate of flow. The program eliminates the use of herbicides
19 and minimizes potential environmental contamination, in addition to helping with
20 erosion control. In 2022, Niagara received Gold certification from WHC in recognition
21 of this goat grazing program and several other initiatives.

22
23 In 2023, R.H. Saunders GS and a group of OPG’s southeastern Ontario stations also
24 received Gold certification from WHC. At R.H. Saunders GS, the certification
25 recognized the station’s biodiversity program and its habitat management of meadows,
26 grasslands, and gardens. In the southeastern region, the certification recognizes work
27 to protect and enhance wetland, grassland, and forest habitat, as well as the
28 construction of nesting structures for migratory songbirds, birds of prey, and species
29 at risk.

Board Staff Interrogatory #162

Interrogatory

Reference:

Ref 1: Exhibit F1 / Tab 1 / Schedule 1 p. 22 Chart 6

Ref 2: Exhibit F1 / Tab 1 / Schedule 1 p. 30 Chart 8

Preamble:

At Reference 1, OPG shows its Hydroelectric Availability factors in 2023 & 2024 are below business targets.

At Reference 2, OPG shows its Equivalent Forced Outage Rates (EFOR) has never met its business targets since 2016.

Question(s):

1. Given the underperformance against the business targets in EFOR, as well as the emerging unfavorable trend in Hydroelectric Availability, please outline the strategies OPG intends to implement to better align its system reliability performance with Business Plan targets.

Response

OPG interprets “system reliability” to mean “unit reliability”, as hydroelectric Availability and EFOR are not measures of system reliability, which is assessed at the IESO-controlled grid level.

As described in Ex. F1-1-1, Section 5.2, OPG’s regulated hydroelectric fleet demonstrates strong operational performance, ranking very closely to the first quartile for Availability, and at industry median for Forced Outage Rate (FOR). Overall, the fleet’s performance reflects a high standard of reliability and operational excellence, particularly among the largest stations.

The reduction in availability observed in 2023-2024 generally reflects the asset condition of OPG’s aging regulated hydroelectric fleet, as outlined in Ex. F1-1-1, Sections 2.0 and 3.0.

While the turbine-generator overhaul and refurbishment projects are in progress, planned outages will increase, which will reduce Availability. These planned outages

1 are included in the forecast. Station Availability is expected to improve once all the
2 planned unit overhaul and refurbishment activities at the station are complete.

3
4 At times, OPG may make risk-informed decisions to extend a forced outage when the
5 outage has no adverse impact on generation (e.g., there is insufficient water to run all
6 units of a generating station). This allows resources to be focused on higher priority
7 work. While these operational decisions can negatively affect EFOR, making it higher
8 than it would otherwise be, this approach reflects the integration of risk and cost-
9 informed decision-making in the management of the hydroelectric business.

10
11 Over the IR term, OPG is focused on driving fleet performance in the following areas:

- 12
13 • Capital investment: As described in Ex. F1-1-1, Section 3, OPG is undertaking
14 a significant capital investment program to manage the asset condition and
15 maintain the reliable operation of an aging fleet over the longer term. Key
16 investments include turbine generator overhaul and refurbishment projects.
17
- 18 • Planned outages: the RG Excellence Plan (provided at Ex. L-F1-SEC-150,
19 Attachment 2) aims to sustain and enhance outage planning processes and
20 improve unit-over-unit refurbishment outage performance, where appropriate.
21
- 22 • Forced outages:
 - 23 ○ The turbine-generator overhaul and refurbishment projects are expected to
24 reduce forced outages and improve the health ratings of replaced equipment
25 (refer to Ex. L-D1-SEC-041). This is expected to reduce the likelihood of
26 longer duration forced outages caused by the system components within
27 scope of these projects.
 - 28 ○ As described in Ex. L-F1-SEC-152, the Renewable Generation business unit
29 has implemented an equipment failure review process that places a focus
30 on forced outage reviews to determine the cause of failure and develop
31 corrective actions to reduce reoccurrence, where economically prudent.
 - 32 ○ As overhaul and refurbishment projects progress over the IR term, OPG will
33 continue to internally evaluate as well as benchmark forced outage rate
34 performance with industry peers and user groups to identify opportunities for
35 improvement. This is expected to include a review of the use of historical
36 averages to forecast reliability targets, as described in Ex. F1-1-1, Section
37 4.1, as well as how water and unit availability jointly impact production.

Board Staff Interrogatory #170

Interrogatory

Reference:

Ref 1: Exhibit F1 / Tab 1 / Schedule 1 / Chart 6

Ref 2: Exhibit F1 / Tab 1 / Schedule 1 / Chart 8

Ref 3: Exhibit E1 / Tab 1 / Schedule 1 / Table 1

Preamble:

Reference 1 presents historical hydroelectric availability for the 12 hydroelectric generating stations that OPG states have a substantial influence on fleet-wide results. Reference 2 presents the historical equivalent forced outage rate for the same 12 generating stations.

Question(s):

- a) For each of Reference 1 and Reference 2, please confirm whether there are any stations other than those identified in the Charts that have a substantial influence on each of the Regional results of historical hydroelectric availability or the results of historical equivalent forced outage rate. If yes, please identify them.
 - i. For any stations identified in part a) please include them in the responses to parts d) and e)
- b) Please provide a mathematical example of how hydroelectric availability is calculated.
- c) Please provide a mathematical example of how equivalent forced outage rate is calculated
- d) Please update Reference 1 for 2025 actual results, and the hydroelectric availability from the 2026 and 2027 forecasts presented in Reference 3. Please provide the table in excel format.
- e) Please update Reference 2 for 2025 actual results, and the equivalent forced outage rate from the 2026 and 2027 forecasts presented in Reference 3. Please provide the table in excel format.

Response

- a) OPG has provided the list of regulated hydroelectric stations with the most substantial influence on historical Availability and historical Equivalent Forced Outage Rate (“EFOR”) in Ex. F1-1-1, Chart 6 and Chart 8.

- 1
2 b) Availability, as described in Ex. F1-1-1, Section 4.3.1, is calculated using the formula
3 below. This calculation method aligns with the Availability Factor definition established
4 by Electricity Canada, which is an industry-standard metric used for Canadian
5 performance reporting for hydroelectric generating facilities.
6

7 The following examples are simplified for ease of illustration and therefore do not include
8 Maximum Continuous Rating (“MCR”) weighting. In practice, each unit event duration
9 is weighted by the applicable MCR during that event. This weighting is used where units
10 or stations have different MCR values so that higher-capacity units are proportionately
11 reflected in the overall performance metrics. For reference, MCR is defined in Ex. F1-
12 1-1, Section 4.3.
13

14 Note: hours are represented as hrs.

15
16 Availability = (1 – Incapability Factor) * 100%

17
18 Incapability Factor = $\frac{\text{Planned outage hrs} + \text{Equivalent Planned derate hrs} + \text{Forced outage hrs} + \text{Equivalent Forced derate hrs}}{\text{Period hrs (typically 8760 hrs)}}$

19
20 Example 1 – Planned and Forced Outages Only (No Derates)
21

22 Planned outages: 30 days (720 hrs)
23 Forced outages: 2 days (48 hrs)
24 Planned derates: 0 days (0 hrs)
25 Forced derates: 0 days (0 hrs)
26 Period: 365 days (8760 hrs)
27

28 Step 1: Calculate Incapability Factor:
29

30 Incapability Factor = $\frac{(720+48)}{8760} = 0.088$
31

32 Step 2: Calculate Availability:
33

34 Availability = (1 – 0.088) * 100%
35 Availability = 0.9123 * 100%
36 Availability = 91.2%

1 Example 2 – Planned and Forced Outages with Derate

2
3 Planned outages: 30 days (720 hrs)

4 Forced outages: 2 days (48 hrs)

5 Planned derates: 0 days (0 hrs)

6 Forced derates: unit ran for 5 days (120 hrs) at 25% derate from total MCR

7 Period: 365 days (8760 hrs)

8
9 Step 1: Calculate the impact of forced derate on Incapability Factor if the unit was
10 running for 120 hours at 25% derate from total MCR. The equivalent forced outage
11 hours (“EFOH”) would be calculated as:

12
13 EFOH = % of derate from total MCR * number of hrs unit was derated

14 EFOH = 0.25 * 120

15 EFOH = 30 hrs

16
17 Step 2: Calculate Incapability Factor:

18
19
$$\text{Incapability Factor} = \frac{(720 + 48 + 30)}{8760} = 0.091$$

20
21 Step 3: Calculate Availability:

22
23 Availability = $(1 - 0.091) * 100\%$

24 Availability = $0.909 * 100\%$

25 Availability = 90.9%

- 26
27 c) The EFOR, as described in Ex. F1-1-1, Section 4.3.2, is calculated using the formula
28 below. This calculation method aligns with the Derated Adjusted Forced Outage Rate
29 definition established by Electricity Canada, which is an industry-standard metric used
30 for Canadian performance reporting for hydroelectric generating facilities. As per the
31 response to part b), the following examples are simplified for ease of illustration and
32 therefore do not include MCR weighting.

33
34
$$\text{EFOR} = \frac{\text{Forced outage hrs} + \text{Equivalent Forced derate hrs}}{\text{Operating hrs} + \text{Forced outage hrs} + \text{Equivalent Forced derate hrs}} * 100\%$$

- 1 d) OPG interprets the question to provide the following data in Excel format:
2 • For the period 2016-2024 and 2025, historical regulated hydroelectric Availability for
3 the 12 hydroelectric generating stations detailed in Chart 6 (refer to Attachment 1).
4 • For the years 2026 and 2027, regulated hydroelectric Availability targets as detailed
5 in Chart 7 of Ex. F1-1-1 (refer to Attachment 2).
6

7 The information discussed in Reference 3 is not used in the calculation of Availability.
8

- 9 e) OPG interprets the question to provide the following in Excel format:
10 • For the period 2016-2024 and 2025, historical regulated hydroelectric EFOR for the
11 12 hydroelectric generating stations detailed in Chart 8 (refer to Attachment 3).
12 • For the years 2026 and 2027, regulated hydroelectric EFOR targets as detailed in
13 Chart 9 of Ex. F1-1-1 (refer to Attachment 4).
14

15 The information discussed in Reference 3 is not used in the calculation of EFOR.

L-F1-Staff-170 - Attachment 1
Regulated Hydroelectric Historic Availability (2016-2025)

| Station | | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|----------------------------------------------------|--------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| DeCew Falls 2 GS | Actual | 88.9% | 45.5% | 47.6% | 61.0% | 93.4% | 93.7% | 96.1% | 78.2% | 54.5% | 89.9% |
| | Target | 85.3% | 45.2% | 84.6% | 94.2% | 93.8% | 96.2% | 96.9% | 82.6% | 67.1% | 94.1% |
| Sir Adam Beck 1 GS | Actual | 73.2% | 78.0% | 91.1% | 81.6% | 92.7% | 88.1% | 94.1% | 92.8% | 93.2% | 89.0% |
| | Target | 82.3% | 81.1% | 88.1% | 84.4% | 86.0% | 75.0% | 81.7% | 86.6% | 92.2% | 86.5% |
| Sir Adam Beck 2 GS | Actual | 95.2% | 96.3% | 95.6% | 93.5% | 96.0% | 96.4% | 94.7% | 94.6% | 95.8% | 96.0% |
| | Target | 93.8% | 92.2% | 95.2% | 97.0% | 96.6% | 95.8% | 92.1% | 89.7% | 95.4% | 94.8% |
| Niagara Region (5 Stations) | Actual | 84.7% | 85.8% | 88.4% | 86.2% | 91.7% | 91.2% | 91.8% | 90.0% | 89.6% | 88.4% |
| | Target | 85.4% | 84.4% | 91.4% | 91.4% | 92.7% | 90.3% | 88.5% | 87.2% | 91.9% | 89.9% |
| Cameron Falls GS | Actual | 96.2% | 97.0% | 98.9% | 79.9% | 99.4% | 89.0% | 97.7% | 96.3% | 78.8% | 85.3% |
| | Target | 97.1% | 92.4% | 89.4% | 90.3% | 94.8% | 90.0% | 97.5% | 91.2% | 82.6% | 84.3% |
| Pine Portage GS | Actual | 94.9% | 96.4% | 96.0% | 99.0% | 86.0% | 94.3% | 95.9% | 91.4% | 88.0% | 88.8% |
| | Target | 95.1% | 95.2% | 91.7% | 97.8% | 88.2% | 92.9% | 98.3% | 91.4% | 97.2% | 92.3% |
| Western Region (27 Stations) | Actual | 92.3% | 87.6% | 87.6% | 90.1% | 88.0% | 80.3% | 88.3% | 84.3% | 85.3% | 84.3% |
| | Target | 92.2% | 90.2% | 89.0% | 90.7% | 83.5% | 84.6% | 92.2% | 87.2% | 91.7% | 87.9% |
| Abitibi Canyon GS | Actual | 92.4% | 96.4% | 86.5% | 91.9% | 71.5% | 94.2% | 71.0% | 62.1% | 71.4% | 85.4% |
| | Target | 90.5% | 93.4% | 90.2% | 85.2% | 78.1% | 75.3% | 74.6% | 68.4% | 64.1% | 80.5% |
| Chats Falls GS | Actual | 88.0% | 87.8% | 89.7% | 95.3% | 92.9% | 90.5% | 79.7% | 87.4% | 86.7% | 87.8% |
| | Target | 90.4% | 87.3% | 87.4% | 91.4% | 88.9% | 89.1% | 95.2% | 93.6% | 89.4% | 90.3% |
| Chenaux GS | Actual | 93.2% | 90.6% | 81.6% | 80.0% | 97.9% | 73.1% | 81.5% | 80.5% | 82.4% | 91.7% |
| | Target | 90.2% | 91.4% | 86.3% | 88.2% | 89.7% | 87.3% | 93.6% | 89.1% | 84.4% | 83.5% |
| Des Joachims GS | Actual | 90.6% | 90.1% | 78.3% | 78.5% | 79.4% | 78.1% | 81.7% | 82.3% | 90.0% | 96.3% |
| | Target | 91.8% | 90.8% | 86.9% | 80.9% | 77.2% | 77.6% | 68.7% | 83.8% | 81.7% | 94.7% |
| Otter Rapids GS | Actual | 97.3% | 95.5% | 90.2% | 94.2% | 91.8% | 90.7% | 93.7% | 88.9% | 80.8% | 64.5% |
| | Target | 93.0% | 93.0% | 88.7% | 85.9% | 92.8% | 91.5% | 93.1% | 83.5% | 72.9% | 71.2% |
| Otto Holden GS | Actual | 88.8% | 90.1% | 76.5% | 77.4% | 76.9% | 80.8% | 76.8% | 80.0% | 87.1% | 81.5% |
| | Target | 89.6% | 88.3% | 95.1% | 73.5% | 70.5% | 66.6% | 59.9% | 80.5% | 81.2% | 83.8% |
| R.H. Saunders GS | Actual | 90.8% | 92.8% | 94.5% | 89.0% | 95.5% | 92.4% | 89.4% | 85.6% | 82.7% | 84.5% |
| | Target | 91.0% | 90.2% | 91.3% | 85.0% | 90.5% | 92.5% | 89.2% | 91.3% | 85.5% | 84.1% |
| Eastern Region (22 Stations) | Actual | 91.1% | 89.6% | 84.0% | 86.1% | 87.2% | 88.3% | 85.0% | 82.4% | 82.1% | 83.7% |
| | Target | 89.1% | 88.5% | 87.7% | 85.1% | 84.3% | 83.9% | 82.6% | 85.9% | 82.8% | 85.7% |
| All 54 Regulated Hydroelectric Stations | Actual | 89.0% | 88.0% | 86.0% | 86.6% | 88.8% | 88.4% | 87.8% | 85.4% | 85.2% | 85.5% |
| | Target | 88.1% | 87.3% | 89.2% | 88.0% | 87.3% | 86.2% | 85.8% | 86.6% | 87.1% | 87.5% |

L-F1-Staff-170 - Attachment 2
Regulated Hydroelectric Availability (2026-2031 Targets)

| Station | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------------------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| DeCew Falls 2 GS | 90.9% | 96.0% | 94.0% | 95.7% | 67.0% | 76.3% |
| Sir Adam Beck 1 GS | 84.4% | 83.1% | 85.3% | 84.6% | 88.7% | 94.2% |
| Sir Adam Beck 2 GS | 95.2% | 84.4% | 83.9% | 83.5% | 83.8% | 83.9% |
| Niagara Region (5 Stations) | 90.8% | 84.3% | 83.8% | 83.4% | 82.8% | 84.1% |
| Cameron Falls GS | 79.3% | 97.0% | 93.7% | 95.1% | 92.0% | 98.2% |
| Pine Portage GS | 99.1% | 93.9% | 97.6% | 72.7% | 98.5% | 78.6% |
| Western Region (27 Stations) | 89.3% | 84.0% | 81.7% | 85.1% | 89.8% | 83.2% |
| Abitibi Canyon GS | 93.1% | 90.9% | 87.0% | 89.4% | 82.0% | 75.2% |
| Chats Falls GS | 91.8% | 87.1% | 84.9% | 84.4% | 85.2% | 94.3% |
| Chenaux GS | 89.1% | 89.7% | 82.8% | 79.6% | 79.3% | 80.9% |
| Des Joachims GS | 82.5% | 83.9% | 90.3% | 91.2% | 95.0% | 89.8% |
| Otter Rapids GS | 72.8% | 71.7% | 62.4% | 81.6% | 82.0% | 82.3% |
| Otto Holden GS | 81.2% | 75.0% | 78.7% | 80.2% | 75.8% | 82.8% |
| R.H. Saunders GS | 87.6% | 85.7% | 84.2% | 84.3% | 79.7% | 82.0% |
| Eastern Region (22 Stations) | 84.7% | 83.4% | 84.0% | 85.9% | 84.4% | 83.5% |
| All 54 Regulated Hydroelectric Stations | 87.4% | 83.8% | 83.7% | 84.9% | 84.4% | 83.7% |

L-F1-Staff-170 - Attachment 3
Regulated Hydroelectric Historical EFOR (2016-2025)

| Station | | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|----------------------------------------------------|--------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| DeCew Falls 2 GS | Actual | 0.3% | 0.5% | 0.5% | 11.3% | 3.6% | 5.3% | 1.7% | 2.0% | 1.0% | 5.1% |
| | Target | 2.5% | 2.1% | 1.7% | 1.8% | 1.6% | 1.6% | 1.9% | 2.2% | 1.8% | 3.2% |
| Sir Adam Beck 1 GS | Actual | 8.6% | 6.4% | 0.4% | 15.7% | 4.7% | 2.6% | 0.8% | 0.7% | 1.6% | 2.3% |
| | Target | 3.5% | 3.2% | 3.6% | 4.1% | 3.7% | 3.9% | 4.0% | 3.3% | 3.3% | 3.7% |
| Sir Adam Beck 2 GS | Actual | 0.6% | 0.2% | 2.0% | 2.9% | 2.2% | 1.0% | 2.4% | 0.4% | 1.3% | 0.8% |
| | Target | 0.4% | 0.4% | 0.4% | 0.4% | 0.4% | 0.6% | 0.8% | 0.9% | 0.9% | 1.4% |
| Niagara Region (5 Stations) | Actual | 2.1% | 2.5% | 2.9% | 8.4% | 5.1% | 4.6% | 4.6% | 3.5% | 4.2% | 7.3% |
| | Target | 1.3% | 1.2% | 1.3% | 1.4% | 1.4% | 1.9% | 2.3% | 2.5% | 2.5% | 3.1% |
| Cameron Falls GS | Actual | 0.2% | 0.3% | 0.5% | 1.0% | 0.4% | 3.5% | 0.1% | 0.5% | 3.0% | 0.8% |
| | Target | 0.9% | 0.7% | 0.6% | 0.8% | 0.9% | 0.9% | 0.5% | 0.5% | 0.5% | 0.4% |
| Pine Portage GS | Actual | 1.3% | 2.6% | 0.8% | 0.4% | 0.2% | 0.5% | 0.5% | 0.4% | 14.0% | 14.5% |
| | Target | 0.8% | 0.6% | 0.7% | 1.2% | 1.4% | 1.3% | 0.7% | 0.6% | 0.6% | 0.5% |
| Western Region (27 Stations) | Actual | 2.1% | 6.5% | 4.0% | 2.7% | 4.2% | 7.1% | 4.9% | 2.3% | 10.0% | 10.1% |
| | Target | 1.8% | 1.8% | 2.0% | 2.5% | 2.5% | 2.9% | 2.0% | 2.4% | 2.4% | 2.4% |
| Abitibi Canyon GS | Actual | 1.4% | 0.4% | 8.6% | 1.1% | 7.3% | 3.1% | 2.7% | 1.1% | 2.1% | 2.5% |
| | Target | 3.1% | 3.0% | 2.8% | 2.4% | 2.4% | 1.8% | 2.4% | 2.4% | 2.4% | 2.7% |
| Chats Falls GS | Actual | 4.1% | 3.3% | 1.8% | 0.9% | 1.2% | 1.4% | 1.5% | 0.4% | 0.5% | 2.8% |
| | Target | 1.1% | 1.1% | 1.6% | 1.6% | 1.7% | 1.6% | 1.6% | 1.6% | 1.6% | 1.8% |
| Chenaux GS | Actual | 3.2% | 0.5% | 3.0% | 2.8% | 0.7% | 0.6% | 2.2% | 2.1% | 0.6% | 0.8% |
| | Target | 0.4% | 0.7% | 1.1% | 0.9% | 1.0% | 1.7% | 1.7% | 1.6% | 1.6% | 2.4% |
| Des Joachims GS | Actual | 1.9% | 1.3% | 0.2% | 0.5% | 5.1% | 0.8% | 0.6% | 1.7% | 0.2% | 0.4% |
| | Target | 0.7% | 0.8% | 1.0% | 0.9% | 1.0% | 1.2% | 1.7% | 1.5% | 1.4% | 1.8% |
| Otter Rapids GS | Actual | 0.5% | 0.3% | 0.4% | 2.1% | 2.7% | 6.1% | 2.9% | 3.1% | 2.9% | 4.5% |
| | Target | 3.9% | 3.7% | 3.2% | 2.8% | 2.8% | 1.7% | 1.7% | 2.1% | 2.0% | 2.0% |
| Otto Holden GS | Actual | 1.9% | 2.9% | 3.3% | 3.5% | 10.0% | 2.8% | 1.0% | 1.0% | 0.8% | 2.9% |
| | Target | 0.4% | 0.5% | 0.7% | 0.7% | 0.7% | 1.7% | 2.0% | 2.1% | 2.1% | 2.8% |
| R.H. Saunders GS | Actual | 4.4% | 4.6% | 1.2% | 9.8% | 2.0% | 0.4% | 5.1% | 3.5% | 3.2% | 3.1% |
| | Target | 0.4% | 0.4% | 0.6% | 0.9% | 1.0% | 1.9% | 2.1% | 2.2% | 2.2% | 3.4% |
| Eastern Region (22 Stations) | Actual | 2.7% | 3.2% | 5.2% | 6.1% | 6.5% | 1.8% | 3.6% | 2.6% | 5.6% | 5.1% |
| | Target | 1.9% | 2.0% | 2.0% | 2.1% | 2.1% | 2.6% | 3.1% | 3.0% | 3.0% | 3.5% |
| All 54 Regulated Hydroelectric Stations | Actual | 2.4% | 3.3% | 4.2% | 6.7% | 5.7% | 3.5% | 4.1% | 2.9% | 5.5% | 6.6% |
| | Target | 1.6% | 1.7% | 1.7% | 1.8% | 1.8% | 2.3% | 2.7% | 2.6% | 2.7% | 3.2% |

Board Staff Interrogatory #171

Interrogatory

Reference:

- Ref 1: Exhibit F1 / Tab 1 / Schedule 1 tables**
- Ref 2: Exhibit F1 / Tab 2 / Schedule 1 tables**
- Ref 3: Exhibit F2 / Tab 1 / Schedule 1 tables**
- Ref 4: Exhibit F2 / Tab 2 / Schedule 1 tables**
- Ref 5: Exhibit F2 / Tab 2 / Schedule 2 tables**
- Ref 6: Exhibit F2 / Tab 3 / Schedule 1 tables**
- Ref 7: Exhibit F2 / Tab 3 / Schedule 2 tables**
- Ref 8: Exhibit F2 / Tab 4 / Schedule 1 tables**
- Ref 9: Exhibit F2 / Tab 4 / Schedule 2 tables**
- Ref 10: Exhibit F2 / Tab 5 / Schedule 1 tables**
- Ref 11: Exhibit F2 / Tab 5 / Schedule 2 tables**
- Ref 12: Exhibit F2 / Tab 7 / Schedule 1 tables**

Preamble:

The tables referenced above provide 2025 budget numbers.

Question(s):

- a) Please update the references above to include 2025 year-end actual numbers.

Response

- a) Refer to Attachment 1 and Ex. L-A1-CCC-001, Attachment 1, per the chart below.

1
 2

Chart 1 – Location of Requested Tables

| <u>Regulated Hydroelectric</u> | | | |
|---------------------------------------|-------|----|------------------------------------------|
| Pre-filed Reference | | | Interrogatory Response Reference |
| F1-1-1 | Table | 1 | L-A1-CCC-001 – Attachment 1 – Table 32 |
| F1-1-1 | Table | 2b | L-A1-CCC-001 – Attachment 1 – Table 33 |
| F1-2-1 | Table | 1 | L-A1-CCC-001 – Attachment 1 – Table 34 |
| F1-2-1 | Table | 2 | L-A1-CCC-001 – Attachment 1 – Table 35 |
| F1-2-1 | Table | 9 | L-F1-Staff-171 – Attachment 1 - Table 1 |
| <u>Nuclear</u> | | | |
| Pre-filed Reference | | | Interrogatory Response Reference |
| F2-1-1 | Table | 1a | L-A1-CCC-001 – Attachment 1 – Table 38 |
| F2-1-1 | Table | 2a | L-A1-CCC-001 – Attachment 1 – Table 39 |
| F2-2-1 | Table | 1a | L-A1-CCC-001 – Attachment 1 – Table 40 |
| F2-2-1 | Table | 2a | L-A1-CCC-001 – Attachment 1 – Table 41 |
| F2-2-1 | Table | 8 | L-F1-Staff-171 – Attachment 1 – Table 2 |
| F2-2-2 | Table | 1a | L-F1-Staff-171 – Attachment 1 – Table 3a |
| F2-2-2 | Table | 1b | L-F1-Staff-171 – Attachment 1 – Table 3b |
| F2-3-1 | Table | 1 | L-A1-CCC-001 – Attachment 1 – Table 42 |
| F2-3-1 | Table | 2 | L-F1-Staff-171 – Attachment 1 – Table 4 |
| F2-3-2 | Table | 1 | L-F1-Staff-171 – Attachment 1 – Table 5 |
| F2-4-1 | Table | 1 | L-A1-CCC-001 – Attachment 1 – Table 43 |
| F2-4-1 | Table | 2 | L-F1-Staff-171 – Attachment 1 – Table 6 |
| F2-4-2 | Table | 1a | L-F1-Staff-171 – Attachment 1 – Table 7a |
| F2-4-2 | Table | 1b | L-F1-Staff-171 – Attachment 1 – Table 7b |
| F2-5-1 | Table | 1a | L-A1-CCC-001 – Attachment 1 – Table 44 |
| F2-5-2 | Table | 1a | L-F1-Staff-171 – Attachment 1 – Table 8a |
| F2-5-2 | Table | 1b | L-F1-Staff-171 – Attachment 1 – Table 8b |
| F2-5-2 | Table | 1c | L-F1-Staff-171 – Attachment 1 – Table 9 |
| F2-7-1 | Table | 1 | L-A1-CCC-001 – Attachment 1 – Table 45 |
| F2-7-1 | Table | 2 | L-F1-Staff-171 – Attachment 1 – Table 10 |

3

Numbers may not add due to rounding.

Filed: 2026-04-24

EB-2025-0297

Exhibit L

F1-Staff-171

Attachment 1

Table 1

Table 1

Regulated Hydroelectric Base OM&A by Function (\$M)

Actual - Calendar Year Ending December 31, 2025

Actual

| Line No. | Function | Niagara Region | Eastern Region | Western Region | Total |
|----------|------------------------------------------------------|----------------|----------------|----------------|-------|
| | | (a) | (b) | (c) | (d) |
| | Operating Regions | | | | |
| 1 | Operations & Maintenance | 50.2 | 91.1 | 32.4 | 173.7 |
| 2 | - Operations | 13.1 | 12.3 | 5.2 | 30.5 |
| 3 | - Maintenance | 37.1 | 78.8 | 27.3 | 143.2 |
| 4 | Site and Support Services | 6.6 | 8.1 | 2.2 | 16.9 |
| 5 | Total Operating Regions | 56.8 | 99.2 | 34.6 | 190.6 |
| | | | | | |
| | Operations and Project Support ^{1,2} | | | | |
| 6 | Operations and Project Support | 21.0 | 33.5 | 11.0 | 65.4 |
| | | | | | |
| 7 | Total Base OM&A | 77.8 | 132.7 | 45.6 | 256.0 |

Numbers may not add due to rounding.

Filed: 2026-04-24
 EB-2025-0297
 Exhibit L
 F1-Staff-171
 Attachment 1
 Table 2

Table 2
 Combined Nuclear Base OM&A by Function (\$M)
Actual - Calendar Year Ending December 31, 2025

| Line No. | Function | Darlington NGS | Pickering NGS | Total OPG Nuclear Facilities | DNNP Facilities |
|----------|---------------------------------------------------|----------------|---------------|------------------------------|-----------------|
| | | (a) | (b) | (c) | (d) |
| | Nuclear Stations | | | | |
| 1 | Operations & Maintenance | 291.3 | 295.1 | 586.3 | 0.0 |
| 2 | - Operations | 100.5 | 77.5 | 178.0 | |
| 3 | - Maintenance | 190.8 | 217.6 | 408.3 | |
| 4 | Work Management | 20.1 | 16.1 | 36.3 | |
| 5 | Site and Support Services | 36.4 | 50.0 | 86.4 | |
| 6 | Tritium Removal Facility | 12.7 | | 12.7 | |
| 7 | Total Nuclear Stations | 360.5 | 361.2 | 721.6 | 0.0 |
| | Operations and Project Support¹ | | | | |
| 8 | Operations and Project Support | 271.1 | 257.2 | 528.2 | 0.0 |
| | CRVA Eligible Costs | | | | |
| 9 | Fuel Channel Life Extension Project | 0.4 | (0.2) | 0.3 | |
| 10 | Pickering Extended Operations | | 0.0 | 0.0 | |
| 11 | Optimization of Pickering Shutdown | | 0.2 | 0.2 | |
| 12 | Total CRVA Eligible Costs | 0.4 | 0.1 | 0.5 | 0.0 |
| 13 | Total Base OM&A | 631.9 | 618.4 | 1,250.3 | 0.0 |

Table 3a
 Comparison of OPG Nuclear Facilities Base OM&A by Function (\$M)^{1,2}

| Line No. | Business Unit | 2020 | (c)-(a) | 2020 | (g)-(c) | 2021 | (g)-(e) | 2021 | (k)-(g) | 2022 | (k)-(i) | 2022 |
|---------------------------------------|--------------------------------------------------|----------------|---------------|----------------|--------------|----------------|---------------|----------------|---------------|----------------|---------------|----------------|
| | | OEB Approved | Change | Actual | Change | OEB Approved | Change | Actual | Change | OEB Approved | Change | Actual |
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| Nuclear Stations | | | | | | | | | | | | |
| 1 | Operations & Maintenance | 667.8 | (22.3) | 645.5 | (5.2) | 670.1 | (29.8) | 640.2 | (8.2) | 645.8 | (13.8) | 632.1 |
| 2 | - Operations | 226.8 | (12.0) | 214.8 | (5.8) | 222.5 | (13.5) | 208.9 | (6.8) | 206.5 | (4.4) | 202.1 |
| 3 | - Maintenance | 441.0 | (10.3) | 430.7 | 0.6 | 447.6 | (16.3) | 431.3 | (1.4) | 439.3 | (9.3) | 430.0 |
| 4 | Work Management | 40.0 | (5.9) | 34.1 | 1.0 | 37.8 | (2.8) | 35.0 | 5.7 | 33.7 | 7.0 | 40.8 |
| 5 | Site and Support Services | 104.5 | (11.6) | 93.0 | 12.6 | 107.6 | (2.0) | 105.6 | (2.2) | 100.2 | 3.2 | 103.4 |
| 6 | Tritium Removal Facility | 12.2 | (0.8) | 11.4 | 3.0 | 12.5 | 1.9 | 14.4 | (3.0) | 14.5 | (3.1) | 11.4 |
| 7 | Total Nuclear Stations | 824.5 | (40.7) | 783.9 | 11.4 | 828.0 | (32.8) | 795.2 | (7.6) | 794.2 | (6.6) | 787.7 |
| Operations and Project Support | | | | | | | | | | | | |
| 8 | Enterprise Engineering | 236.8 | (19.6) | 217.2 | (7.9) | 244.5 | (35.3) | 209.3 | 6.4 | 231.1 | (15.4) | 215.7 |
| 9 | Integrated Fleet Management | 185.0 | 3.2 | 188.2 | (9.2) | 188.5 | (9.5) | 178.9 | (5.4) | 190.3 | (16.8) | 173.6 |
| 10 | Environment, Health & Safety | 15.3 | 2.7 | 18.0 | 3.9 | 15.9 | 5.9 | 21.9 | (5.9) | 13.4 | 2.6 | 16.0 |
| 11 | Enterprise Projects | 14.9 | 0.6 | 15.5 | 1.4 | 13.1 | 3.8 | 16.9 | 0.8 | 14.9 | 2.9 | 17.7 |
| 12 | Other Support | 68.7 | (0.0) | 68.7 | 3.4 | 67.6 | 4.5 | 72.1 | (4.7) | 73.6 | (6.2) | 67.4 |
| 13 | Low and Intermediate Level Waste | 5.6 | 1.3 | 6.9 | (0.2) | 5.8 | 0.9 | 6.7 | 9.5 | 4.8 | 11.5 | 16.3 |
| 14 | Total Operations and Project Support | 528.3 | (11.9) | 514.4 | (8.7) | 535.4 | (29.7) | 505.8 | 0.9 | 528.0 | (21.4) | 506.6 |
| CRVA Eligible Costs | | | | | | | | | | | | |
| 15 | Fuel Channel Life Extension Project | 6.0 | 1.8 | 7.8 | 0.9 | 6.0 | 2.7 | 8.7 | 1.0 | 5.9 | 3.8 | 9.7 |
| 16 | Pickering Extended Operations | 0.0 | 7.2 | 7.2 | (1.8) | 0.0 | 5.4 | 5.4 | (5.4) | 0.0 | 0.0 | 0.0 |
| 17 | Pickering Optimization of Shutdown | 0.0 | 0.5 | 0.5 | 0.3 | 0.0 | 0.9 | 0.9 | 0.8 | 5.8 | (4.2) | 1.7 |
| 18 | Total CRVA Eligible Costs | 6.0 | 9.6 | 15.6 | (0.6) | 6.0 | 9.0 | 15.0 | (3.6) | 11.7 | (0.3) | 11.4 |
| 19 | Total Base OM&A Before Adjustments | 1,356.8 | (43.0) | 1,313.9 | 2.1 | 1,369.5 | (53.5) | 1,316.0 | (10.3) | 1,334.0 | (28.3) | 1,305.7 |
| 20 | OEB/Settlement Adjustments^{3,4} | (56.1) | 56.1 | 0.0 | 0.0 | (56.2) | 56.2 | 0.0 | 0.0 | (40.0) | 40.0 | 0.0 |
| 21 | Total Base OM&A Including Adjustments | 1,300.7 | 13.2 | 1,313.9 | 2.1 | 1,313.2 | 2.8 | 1,316.0 | (10.3) | 1,294.0 | 11.7 | 1,305.7 |

| Line No. | Business Unit | 2022 | (e)-(a) | 2023 | (e)-(c) | 2023 | (i)-(e) | 2024 | (i)-(g) | 2024 | (k)-(i) | 2025 |
|---------------------------------------|--------------------------------------------------|----------------|--------------|----------------|--------------|----------------|---------------|----------------|---------------|----------------|----------------|----------------|
| | | Actual | Change | OEB Approved | Change | Actual | Change | OEB Approved | Change | Actual | Change | Actual |
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| Nuclear Stations | | | | | | | | | | | | |
| 22 | Operations & Maintenance | 632.1 | 60.5 | 638.9 | 53.7 | 692.5 | (5.4) | 630.0 | 57.2 | 687.2 | (100.9) | 586.3 |
| 23 | - Operations | 202.1 | 11.7 | 195.0 | 18.7 | 213.8 | 11.1 | 194.3 | 30.5 | 224.8 | (46.8) | 178.0 |
| 24 | - Maintenance | 430.0 | 48.8 | 443.8 | 34.9 | 478.8 | (16.4) | 435.7 | 26.7 | 462.4 | (54.0) | 408.3 |
| 25 | Work Management | 40.8 | (9.6) | 34.0 | (2.8) | 31.2 | 5.2 | 29.9 | 6.5 | 36.4 | (0.1) | 36.3 |
| 26 | Site and Support Services | 103.4 | 22.6 | 100.7 | 25.3 | 126.0 | (31.0) | 96.3 | (1.4) | 94.9 | (8.6) | 86.4 |
| 27 | Tritium Removal Facility | 11.4 | 0.5 | 14.7 | (2.8) | 11.9 | (0.2) | 15.1 | (3.4) | 11.7 | 1.0 | 12.7 |
| 28 | Total Nuclear Stations | 787.7 | 73.9 | 788.2 | 73.3 | 861.6 | (31.4) | 771.3 | 58.9 | 830.2 | (108.6) | 721.6 |
| Operations and Project Support | | | | | | | | | | | | |
| 29 | Enterprise Engineering | 215.7 | 26.7 | 229.8 | 12.7 | 242.5 | 10.5 | 236.0 | 16.9 | 253.0 | (28.0) | 224.9 |
| 30 | Integrated Fleet Management | 173.6 | 15.0 | 192.2 | (3.6) | 188.5 | 33.3 | 189.5 | 32.4 | 221.9 | (26.8) | 195.1 |
| 31 | Environment, Health & Safety | 16.0 | (2.1) | 13.4 | 0.5 | 13.9 | (0.4) | 13.2 | 0.3 | 13.5 | (1.5) | 12.1 |
| 32 | Enterprise Projects | 17.7 | (1.6) | 14.1 | 2.1 | 16.1 | 0.3 | 13.5 | 2.9 | 16.4 | (8.8) | 7.6 |
| 33 | Other Support | 67.4 | 14.1 | 74.8 | 6.6 | 81.5 | 2.6 | 76.5 | 7.6 | 84.1 | (4.8) | 79.3 |
| 34 | Low and Intermediate Level Waste | 16.3 | (4.0) | 5.1 | 7.2 | 12.3 | (0.8) | 5.5 | 6.0 | 11.5 | (2.4) | 9.2 |
| 35 | Total Operations and Project Support | 506.6 | 48.2 | 529.4 | 25.4 | 554.8 | 45.6 | 534.2 | 66.2 | 600.4 | (72.2) | 528.2 |
| CRVA Eligible Costs | | | | | | | | | | | | |
| 36 | Fuel Channel Life Extension Project | 9.7 | (8.6) | 4.3 | (3.1) | 1.1 | (1.3) | 0.8 | (0.9) | (0.1) | 0.4 | 0.3 |
| 37 | Pickering Extended Operations | 0.0 | (0.0) | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 |
| 38 | Optimization of Pickering Shutdown | 1.7 | (0.3) | 2.7 | (1.3) | 1.4 | 1.6 | 4.8 | (1.8) | 3.0 | (2.7) | 0.2 |
| 39 | Total CRVA Eligible Costs | 11.4 | (8.9) | 7.0 | (4.4) | 2.5 | 0.3 | 5.6 | (2.6) | 2.8 | (2.4) | 0.5 |
| 40 | Total Base OM&A Before Adjustments | 1,305.7 | 113.2 | 1,324.6 | 94.3 | 1,418.9 | 14.6 | 1,311.2 | 122.3 | 1,433.5 | (183.2) | 1,250.3 |
| 41 | OEB/Settlement Adjustments^{3,4} | (39.7) | 39.7 | 0.0 | 0.0 | (39.7) | 39.7 | 0.0 | (39.3) | 39.3 | 0.0 | 0.0 |
| 42 | Total Base OM&A Including Adjustments | 1,305.7 | 113.2 | 1,284.8 | 134.0 | 1,418.9 | 14.6 | 1,271.8 | 161.6 | 1,433.5 | (183.2) | 1,250.3 |

Notes:

- Bold italic font indicates variance of 10% or greater.
- All 2020-2026 amounts (within the Actual, Budget, and OEB Approved columns) have been restated for Nuclear organizational changes and transfers from Corporate Support (See Ex. A1-4-1, Att. 2 and Ex. F2-2-1, Att. 1).
- OEB Adjustments to approved values in 2020-2021 include the annual disallowance of \$25M for nuclear base OM&A (EB-2016-0152 Decision and Order, p. 55) and the annual \$30M disallowed in compensation (EB-2016-0152 Decision and Order, p. 84). OEB adjusted values also include adjustments to low and intermediate level waste management variable expenses (EB-2016-0152 Payment Amounts Order, App. A Table 1a/2a/3a/4a/5a, note 5b and per Ex. N1).
- Per EB-2020-0290 OEB Decision and Order, Schedule A, p. 25, nuclear base OM&A costs are reduced by 3% per year over the 2022-2026 period.

Numbers may not add due to rounding.

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 Attachment 1
 Table 3b

Table 3b
 Comparison of OPG Nuclear Facilities Base OM&A by Function (\$M)^{1,2}

| Line No. | Business Unit | 2025 OEB Approved | (c)-(a) Change | 2025 Actual | (g)-(c) Change | 2026 OEB Approved | (g)-(e) Change | 2026 Budget | (i)-(g) Change | 2027 Plan | (k)-(i) Change | 2028 Plan |
|---------------------------------------|--------------------------------------------------|-------------------|----------------|----------------|----------------|-------------------|----------------|----------------|----------------|--------------|----------------|--------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| Nuclear Stations | | | | | | | | | | | | |
| 43 | Operations & Maintenance | 527.8 | 58.5 | 586.3 | (29.3) | 290.0 | 267.0 | 557.0 | (229.1) | 327.8 | 16.0 | 343.9 |
| 44 | - Operations | 150.2 | 27.8 | 178.0 | 0.4 | 91.1 | 87.2 | 178.4 | (61.1) | 117.2 | 6.0 | 123.2 |
| 45 | - Maintenance | 377.6 | 30.7 | 408.3 | (29.7) | 198.8 | 179.8 | 378.6 | (168.0) | 210.6 | 10.0 | 220.6 |
| 46 | Work Management | 27.4 | 8.9 | 36.3 | (7.4) | 16.3 | 12.6 | 28.9 | 3.8 | 32.7 | (13.7) | 18.9 |
| 47 | Site and Support Services | 94.0 | (7.6) | 86.4 | (7.0) | 37.0 | 42.4 | 79.4 | (37.2) | 42.2 | 1.7 | 43.8 |
| 48 | Tritium Removal Facility | 14.2 | (1.5) | 12.7 | 1.2 | 14.5 | (0.6) | 13.8 | 0.6 | 14.4 | 0.4 | 14.8 |
| 49 | Total Nuclear Stations | 663.4 | 58.2 | 721.6 | (42.6) | 357.7 | 321.3 | 679.0 | (261.9) | 417.1 | 4.4 | 421.4 |
| Operations and Project Support | | | | | | | | | | | | |
| 50 | Enterprise Engineering | 187.9 | 37.1 | 224.9 | (7.1) | 112.1 | 105.7 | 217.8 | (53.9) | 164.0 | 0.8 | 164.8 |
| 51 | Integrated Fleet Management | 130.2 | 64.8 | 195.1 | 5.2 | 82.0 | 118.2 | 200.3 | (34.5) | 165.8 | 3.7 | 169.5 |
| 52 | Environment, Health & Safety | 12.9 | (0.8) | 12.1 | 2.2 | 8.0 | 6.3 | 14.3 | (0.2) | 14.0 | 0.3 | 14.3 |
| 53 | Enterprise Projects | 11.3 | (3.6) | 7.6 | 1.8 | 9.9 | (0.5) | 9.5 | (3.1) | 6.4 | 0.5 | 6.9 |
| 54 | Other Support | 69.2 | 10.1 | 79.3 | 0.3 | 48.4 | 31.2 | 79.6 | (10.1) | 69.5 | 0.8 | 70.3 |
| 55 | Low and Intermediate Level Waste | 4.8 | 4.3 | 9.2 | 0.6 | 3.5 | 6.2 | 9.7 | (6.1) | 3.6 | (0.2) | 3.4 |
| 56 | Total Operations and Project Support | 416.2 | 112.0 | 528.2 | 3.0 | 264.0 | 267.2 | 531.2 | (107.9) | 423.3 | 5.9 | 429.2 |
| CRVA Eligible Costs | | | | | | | | | | | | |
| 57 | Fuel Channel Life Extension Project | 0.4 | (0.2) | 0.3 | (0.3) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 58 | Pickering Extended Operations | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 59 | Optimization of Pickering Shutdown | 0.0 | 0.2 | 0.2 | (0.2) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 60 | Total CRVA Eligible Costs | 0.4 | 0.1 | 0.5 | (0.5) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 61 | Total Base OM&A Before Adjustments | 1,080.0 | 170.3 | 1,250.3 | (40.1) | 621.7 | 588.5 | 1,210.2 | (369.8) | 840.4 | 10.3 | 850.7 |
| 62 | OEB/Settlement Adjustments ³ | (32.4) | 32.4 | | 0.0 | (18.6) | 18.6 | | 0.0 | | 0.0 | |
| 63 | Total Base OM&A Including Adjustments | 1,047.6 | 202.7 | 1,250.3 | (40.1) | 603.0 | 607.2 | 1,210.2 | (369.8) | 840.4 | 10.3 | 850.7 |

| Line No. | Business Unit | 2028 Plan | (c)-(a) Change | 2029 Plan | (e)-(c) Change | 2030 Plan | (g)-(e) Change | 2031 Plan |
|---------------------------------------|---------------------------------------------|--------------|----------------|--------------|----------------|--------------|----------------|----------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| Nuclear Stations | | | | | | | | |
| 64 | Operations & Maintenance | 343.9 | 22.3 | 366.1 | 4.2 | 370.3 | 183.4 | 553.7 |
| 65 | - Operations | 123.2 | 12.8 | 136.0 | 2.7 | 138.7 | 57.0 | 195.7 |
| 66 | - Maintenance | 220.6 | 9.5 | 230.1 | 1.5 | 231.6 | 126.3 | 358.0 |
| 67 | Work Management | 18.9 | 6.2 | 25.2 | (2.7) | 22.5 | 7.7 | 30.2 |
| 68 | Site and Support Services | 43.8 | 3.8 | 47.6 | 5.9 | 53.5 | 49.4 | 102.9 |
| 69 | Tritium Removal Facility | 14.8 | 0.9 | 15.7 | 0.2 | 15.8 | 0.7 | 16.5 |
| 70 | Total Nuclear Stations | 421.4 | 33.1 | 454.5 | 7.5 | 462.1 | 241.2 | 703.3 |
| Operations and Project Support | | | | | | | | |
| 71 | Enterprise Engineering | 164.8 | 9.1 | 173.9 | 3.2 | 177.0 | 40.6 | 217.6 |
| 72 | Integrated Fleet Management | 169.5 | 6.6 | 176.1 | 7.1 | 183.1 | 22.1 | 205.2 |
| 73 | Environment, Health & Safety | 14.3 | (0.6) | 13.7 | 0.9 | 14.6 | 1.0 | 15.6 |
| 74 | Enterprise Projects | 6.9 | (0.4) | 6.5 | (0.1) | 6.4 | 0.6 | 7.0 |
| 75 | Other Support | 70.3 | 0.9 | 71.2 | (0.3) | 70.9 | 1.8 | 72.7 |
| 76 | Low and Intermediate Level Waste | 3.4 | (0.8) | 2.6 | 0.1 | 2.7 | 1.4 | 4.1 |
| 77 | Total Operations and Project Support | 429.2 | 14.7 | 443.9 | 10.8 | 454.7 | 67.4 | 522.2 |
| CRVA Eligible Costs | | | | | | | | |
| 78 | Fuel Channel Life Extension Project | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 79 | Pickering Extended Operations | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 80 | Optimization of Pickering Shutdown | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 81 | Total CRVA Eligible Costs | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 82 | Total Base OM&A | 850.7 | 47.8 | 898.4 | 18.4 | 916.8 | 308.6 | 1,225.4 |

Notes:

- 1 Bold italic font indicates variance of 10% or greater.
- 2 All 2020-2026 amounts (within the Actual, Budget, and OEB Approved columns) have been restated for Nuclear organizational changes and transfers from Corporate Support (See Ex. A1-4-1, Att.2 and Ex. F2-2-1, Att. 1).
- 3 Per EB-2020-0290 OEB Decision and Order, Schedule A, p. 25, nuclear base OM&A costs are reduced by 3% per year over the 2022-2026 period.

Numbers may not add due to rounding.

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 Attachment 1
 Table 4

Table 4
 Project OM&A Summary - OPG Nuclear Facilities Projects (Allocated) (\$M)
 By Project Category

| Line No. | OM&A Project Category | 2020 Actual | 2021 Actual | 2022 Actual | 2023 Actual | 2024 Actual | 2025 Actual | 2026 Plan | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) |
| 1 | Regulatory | 5.1 | 7.5 | 7.1 | 8.3 | 6.8 | 4.6 | 0.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 2 | Sustaining | 20.6 | 27.9 | 32.8 | 37.2 | 49.6 | 18.5 | 13.6 | 7.7 | 1.5 | 0.8 | 1.1 | 1.8 |
| 3 | Value Enhancing | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | | | | | | | | | | | | | |
| | Total | 25.7 | 35.4 | 39.8 | 45.4 | 56.4 | 23.3 | 14.0 | 7.7 | 1.5 | 0.8 | 1.1 | 1.8 |

Table 5
 Comparison of Project OM&A - OPG Nuclear Facilities (\$M)²

| Line No. | Business Unit | 2020 | (c)-(a) | 2020 | 2021 | (f)-(d) | 2021 | 2022 | (i)-(g) | 2022 | 2023 | (l)-(j) | 2023 |
|---------------------------------------|------------------------------------------------------------------------------|---------------------------|---------------|-------------|---------------------------|---------------|--------------|--------------|---------------|-------------|--------------|---------------|--------------|
| | | OEB Approved ¹ | Change | Actual | OEB Approved ¹ | Change | Actual | OEB Approved | Change | Actual | OEB Approved | Change | Actual |
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) |
| Portfolio Projects (Allocated) | | | | | | | | | | | | | |
| 1 | Darlington NGS | 0.8 | 13.1 | 13.9 | 0.0 | 30.4 | 30.4 | 19.0 | 10.1 | 29.1 | 14.2 | 5.0 | 19.2 |
| 2 | Pickering NGS | 0.0 | 1.8 | 1.8 | 0.0 | 1.0 | 1.0 | 0.6 | 0.9 | 1.5 | 0.0 | 21.4 | 21.4 |
| 3 | Operations and Project Support | 0.0 | 7.0 | 7.0 | 0.0 | 5.1 | 5.1 | 1.8 | 7.1 | 8.9 | 0.0 | 4.3 | 4.3 |
| 4 | Subtotal Portfolio Projects (Allocated) | 0.8 | 21.9 | 22.7 | 0.0 | 36.5 | 36.5 | 21.4 | 18.1 | 39.5 | 14.2 | 30.8 | 45.0 |
| 5 | Infrastructure | 33.0 | 8.0 | 41.0 | 29.0 | 18.8 | 47.7 | 41.5 | (3.9) | 37.6 | 49.0 | 9.5 | 58.5 |
| 6 | Portfolio Projects (Unallocated) | 47.8 | (47.8) | 0.0 | 57.9 | (57.9) | 0.0 | 18.0 | (18.0) | 0.0 | 21.8 | (21.8) | 0.0 |
| 7 | Subtotal Project OM&A (Portfolio) | 81.5 | (17.9) | 63.6 | 86.9 | (2.7) | 84.2 | 80.8 | (3.7) | 77.1 | 85.0 | 18.4 | 103.4 |
| Non Portfolio Projects | | | | | | | | | | | | | |
| 8 | Pickering Extended Operations | 18.7 | 11.3 | 30.0 | 0.0 | 19.6 | 19.6 | 0.0 | 0.9 | 0.9 | 0.0 | 0.4 | 0.4 |
| 9 | Optimization of Pickering Shutdown | 0.0 | 0.3 | 0.3 | 0.0 | 1.7 | 1.7 | 7.8 | (2.9) | 4.9 | 0.0 | 3.0 | 3.0 |
| 10 | Darlington Spacer Life Management ³ | 0.0 | 3.0 | 3.0 | 0.0 | (1.2) | (1.2) | 0.0 | 0.3 | 0.3 | 0.0 | 0.4 | 0.4 |
| 11 | Darlington Unit 3 F/C Comp Retrieval ⁴ | 0.0 | 1.9 | 1.9 | 0.0 | 2.2 | 2.2 | 0.0 | (0.2) | (0.2) | 0.0 | 0.1 | 0.1 |
| 12 | Fuel Channel Life Extension Project | 0.0 | 0.7 | 0.7 | 0.0 | 5.0 | 5.0 | 0.4 | 2.7 | 3.2 | 0.0 | 1.9 | 1.9 |
| 13 | Fuel Channel Life Management Phase V Project | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.1 | 1.1 |
| 14 | FCLE Related Ongoing Costs ⁵ | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 26.2 | 26.2 |
| 15 | Darlington Steam Generator Primary Moisture Separators Projects ⁶ | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.3 | 3.3 | 0.0 | 4.5 | 4.5 |
| 16 | Total Project OM&A Before Adjustments | 100.2 | (0.7) | 99.5 | 86.9 | 24.7 | 111.6 | 89.1 | 0.4 | 89.5 | 85.0 | 56.1 | 141.1 |
| 17 | OEB/Settlement Adjustments | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (2.7) | 2.7 | 0.0 | (2.6) | 2.6 | 0.0 |
| 18 | Total Project OM&A Including Adjustments | 100.2 | (0.7) | 99.5 | 86.9 | 24.7 | 111.6 | 86.4 | 3.1 | 89.5 | 82.5 | 58.7 | 141.1 |

| Line No. | Business Unit | 2024 | (c)-(a) | 2024 | 2025 | (f)-(d) | 2025 | 2026 | (i)-(g) | 2026 | 2022-2026 | (l)-(j) | 2027-2031 |
|---------------------------------------|------------------------------------------------------------------------------------------|--------------|---------------|--------------|--------------|---------------|-------------|--------------|--------------|-------------|------------------|----------------|--------------------------------|
| | | OEB Approved | Change | Actual | OEB Approved | Change | Actual | OEB Approved | Change | Budget | Actuals & Budget | Change | EB-2025-0297 Plan ⁴ |
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) |
| Portfolio Projects (Allocated) | | | | | | | | | | | | | |
| 19 | Darlington NGS | 5.5 | 25.4 | 30.9 | 3.0 | 5.3 | 8.3 | 0.8 | 6.5 | 7.4 | 95.0 | (88.7) | 6.3 |
| 20 | Pickering NGS | 0.0 | 22.4 | 22.4 | 0.0 | 14.8 | 14.8 | 0.0 | 2.4 | 2.4 | 62.5 | (56.2) | 6.4 |
| 21 | Operations and Project Support | 0.0 | 3.2 | 3.2 | 0.0 | 0.3 | 0.3 | 0.0 | 4.2 | 4.2 | 20.9 | (20.7) | 0.2 |
| 22 | Subtotal Portfolio Projects (Allocated) | 5.5 | 51.0 | 56.5 | 3.0 | 20.4 | 23.4 | 0.8 | 13.2 | 14.0 | 178.4 | (165.6) | 12.8 |
| 23 | Infrastructure | 49.0 | (7.6) | 41.4 | 46.5 | (15.4) | 31.1 | 42.5 | (2.4) | 40.1 | 208.7 | 31.5 | 240.2 |
| 24 | Portfolio Projects (Unallocated) | 24.5 | (24.5) | 0.0 | 25.6 | (23.3) | 2.3 | 18.7 | (5.0) | 13.7 | 16.0 | 136.6 | 152.6 |
| 25 | Subtotal Project OM&A (Portfolio) | 79.0 | 18.9 | 97.9 | 75.1 | (18.3) | 56.8 | 62.0 | 5.8 | 67.8 | 403.1 | 2.6 | 405.7 |
| Non Portfolio Projects | | | | | | | | | | | | | |
| 26 | Pickering Extended Operations | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.3 | (1.3) | 0.0 |
| 27 | Optimization of Pickering Shutdown | 0.0 | 0.2 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8.1 | (8.1) | 0.0 |
| 28 | Darlington Spacer Life Management ³ | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.8 | (0.8) | 0.0 |
| 29 | Darlington Unit 3 F/C Comp Retrieval ⁴ | 0.0 | 0.1 | 0.1 | 0.0 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 | 0.1 | (0.1) | 0.0 |
| 30 | Fuel Channel Life Extension Project | 0.0 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5.1 | (5.1) | 0.0 |
| 31 | Fuel Channel Life Management Phase V Project | 0.0 | 5.3 | 5.3 | 0.0 | 6.3 | 6.3 | 0.0 | 2.3 | 2.3 | 15.0 | (14.9) | 0.2 |
| 32 | FCLE Related Ongoing Costs ⁵ | 0.0 | 0.6 | 0.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 26.8 | (26.8) | 0.0 |
| 33 | Darlington Steam Generator Primary Moisture Separators Replacement Projects ⁶ | 0.0 | 3.8 | 3.8 | 0.0 | 0.0 | 0.0 | 0.0 | 3.1 | 3.1 | 14.7 | (10.0) | 4.7 |
| 34 | Total Project OM&A Before Adjustments | 79.0 | 28.9 | 107.9 | 75.1 | (12.0) | 63.1 | 62.0 | 11.3 | 73.3 | 474.9 | (64.4) | 410.6 |
| 35 | OEB/Settlement Adjustments | (2.4) | 2.4 | 0.0 | (2.3) | 2.3 | 0.0 | (1.9) | 1.9 | 0.0 | 0.0 | 0.0 | 0.0 |
| 36 | Total Project OM&A Including Adjustments | 76.6 | 31.4 | 107.9 | 72.8 | (9.7) | 63.1 | 60.1 | 13.1 | 73.3 | 474.9 | (64.4) | 410.6 |

Notes:

- As OEB Approved adjustments are applied to Base OM&A in Ex. F2-2-2 Table 1a and Table 1b, the figures presented here are 2017 Plan - 2021 Plan (from EB-2016-0152, Ex. F2-3-2, Table 1).
- Bold italic font indicates variance of 10% or greater.
- Project #83280 - DN Annulus Spacer Life Mgmt.
- Project #83926 - IRI DNRU3 FC Component Retrieval.
- Represents the Pickering Unit 8 Boiler Secondary Side Advancement Scale Conditioning.
- Project #86873 Darlington Steam Generator Primary Moisture Separators Replacement (Removal).

Numbers may not add due to rounding.

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 Attachment 1
 Table 6

Table 6
 Outage OM&A - OPG Nuclear Facilities (\$M)¹

| Line No. | Resource Type | 2020 Actual | 2021 Actual | 2022 Actual | 2023 Actual | 2024 Actual | 2025 Actual | 2026 Budget | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan | IR Term Percentage ² |
|----------|-----------------------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------------------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) | (m) |
| 1 | Labour | 17.9 | 19.8 | 16.2 | 21.5 | 26.2 | 12.0 | 14.2 | 11.8 | 10.8 | 14.0 | 12.0 | 11.3 | 7.3% |
| 2 | Non-Regular Labour ³ | 40.1 | 53.2 | 32.6 | 35.1 | 35.9 | 10.6 | 20.7 | 9.7 | 7.9 | 16.5 | 8.3 | 8.5 | 6.2% |
| 3 | Overtime | 38.7 | 57.2 | 35.4 | 40.9 | 52.6 | 15.9 | 25.0 | 29.6 | 15.4 | 28.6 | 17.9 | 17.0 | 13.2% |
| 4 | Augmented Staff | 1.9 | 2.0 | 1.6 | 2.2 | 5.1 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0% |
| 5 | Materials | 57.4 | 59.2 | 49.0 | 58.7 | 65.7 | 31.7 | 33.2 | 41.5 | 21.2 | 38.4 | 19.4 | 26.1 | 17.9% |
| 6 | Other Purchased Services | 135.2 | 188.1 | 128.0 | 157.3 | 169.6 | 69.5 | 113.7 | 128.6 | 56.6 | 119.8 | 63.1 | 77.4 | 54.4% |
| 7 | Other | 2.6 | 3.3 | 2.1 | 2.4 | 3.0 | 0.4 | 2.6 | 2.6 | 0.9 | 1.8 | 0.9 | 1.9 | 1.0% |
| 8 | Total OPG Nuclear Facilities Outage OM&A | 293.9 | 382.8 | 265.0 | 318.1 | 358.1 | 141.1 | 209.4 | 223.7 | 112.7 | 219.1 | 121.6 | 142.2 | 100.0% |

Notes:

- 1 2020-2026 values have been restated for Nuclear organizational changes and transfers from Corporate Support (See Ex. A1-4-1, Att.2 and Ex. F2-2-1, Att.1).
- 2 IR Term Percentage = Sum of IR Term Resource Costs divided by Sum of IR Term Outage OM&A.
- 3 Non-Regular labour includes costs for term and temporary staff.

Table 7a
 Comparison of Outage OM&A and Pickering Cyclical Maintenance OM&A - Combined Nuclear (\$M)^{1,2}

| Line No. | Business Unit | 2020 OEB Approved | (c)-(a) Change | 2020 Actual | (g)-(c) Change | 2021 OEB Approved | (g)-(e) Change | 2021 Actual | (k)-(g) Change | 2022 OEB Approved | (k)-(i) Change | 2022 Actual |
|---------------------------------------|---------------------------------------------------------------------------|-------------------|----------------|--------------|----------------|-------------------|----------------|--------------|----------------|-------------------|----------------|--------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| Darlington Outages | | | | | | | | | | | | |
| 1 | Darlington NGS | 150.7 | (108.9) | 41.8 | 117.2 | 54.1 | 104.9 | 159.0 | (83.4) | 73.6 | 2.0 | 75.6 |
| 2 | Operations and Project Support | 27.9 | (19.8) | 8.1 | 24.2 | 10.2 | 22.1 | 32.3 | (18.3) | 15.8 | (1.8) | 14.0 |
| 3 | Total Darlington Outages | 178.6 | (128.7) | 49.9 | 141.4 | 64.3 | 127.0 | 191.3 | (101.7) | 89.4 | 0.2 | 89.6 |
| Pickering Outages | | | | | | | | | | | | |
| 4 | Pickering NGS | 100.2 | 46.2 | 146.4 | (37.8) | 169.2 | (60.5) | 108.7 | 1.8 | 118.8 | (8.3) | 110.5 |
| 5 | Operations and Project Support | 21.7 | 8.2 | 29.9 | (0.6) | 73.5 | (44.2) | 29.3 | 8.5 | 38.5 | (0.7) | 37.8 |
| 6 | Total Pickering Outages | 121.9 | 54.4 | 176.4 | (38.4) | 242.7 | (104.7) | 138.0 | 10.3 | 157.3 | (9.0) | 148.3 |
| CRVA Eligible Costs | | | | | | | | | | | | |
| 7 | FCLF Related Ongoing Costs | 8.4 | 11.9 | 20.3 | 5.2 | 1.5 | 24.0 | 25.5 | (0.2) | 29.8 | (4.5) | 25.3 |
| 8 | Pickering Extended Operations | 85.5 | (38.3) | 47.3 | (21.1) | 0.0 | 26.1 | 26.1 | (0.0) | 0.0 | 0.0 | 0.0 |
| 9 | Optimization of Pickering Shutdown | 0.0 | 0.1 | 0.1 | 1.9 | 0.0 | 1.9 | 1.9 | (0.2) | 2.6 | (0.8) | 1.8 |
| 10 | Total CRVA Eligible Costs | 93.9 | (26.3) | 67.6 | (14.1) | 1.5 | 52.0 | 53.5 | (26.5) | 32.4 | (5.3) | 27.0 |
| 11 | Total OPG Nuclear Facilities Outage OM&A Before Adjustments | 394.4 | (100.6) | 293.9 | 89.0 | 308.5 | 74.3 | 382.8 | (117.8) | 279.1 | (14.1) | 265.0 |
| 12 | OEB/Settlement Adjustments | | 0.0 | | 0.0 | | 0.0 | | | 0.0 | (8.4) | 8.4 |
| 13 | Total OPG Nuclear Facilities Outage OM&A Including Adjustments | 394.4 | (100.6) | 293.9 | 89.0 | 308.5 | 74.3 | 382.8 | (117.8) | 270.7 | (5.7) | 265.0 |
| Pickering Cyclical Maintenance | | | | | | | | | | | | |
| 14 | Pickering NGS | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 15 | Operations and Project Support | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 16 | Total Pickering Cyclical Maintenance OM&A | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| DNNP Facilities Outages | | | | | | | | | | | | |
| 17 | DNNP Facilities | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 18 | Operations and Project Support | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 19 | Total DNNP Facilities Outage OM&A | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

| Line No. | Business Unit | 2022 Actual | (e)-(a) Change | 2023 OEB Approved | (e)-(c) Change | 2023 Actual | (i)-(e) Change | 2024 OEB Approved | (i)-(g) Change | 2024 Actual | (k)-(i) Change | 2025 Actual |
|---------------------------------------|---------------------------------------------------------------------------|--------------|----------------|-------------------|----------------|--------------|----------------|-------------------|----------------|--------------|----------------|--------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| Darlington Outages | | | | | | | | | | | | |
| 20 | Darlington NGS | 75.6 | 16.4 | 159.1 | (67.0) | 92.0 | 67.3 | 81.9 | 77.3 | 159.3 | (82.9) | 76.4 |
| 21 | Operations and Project Support | 14.0 | (0.3) | 28.1 | (14.3) | 13.8 | 31.6 | 12.7 | 32.6 | 45.4 | (30.5) | 14.9 |
| 22 | Total Darlington Outages | 89.6 | 16.2 | 187.2 | (81.4) | 105.8 | 98.9 | 94.7 | 110.0 | 204.6 | (113.4) | 91.3 |
| Pickering Outages | | | | | | | | | | | | |
| 23 | Pickering NGS | 110.5 | 11.2 | 105.8 | 15.9 | 121.7 | (30.0) | 77.0 | 14.6 | 91.6 | (62.6) | 29.0 |
| 24 | Operations and Project Support | 37.8 | 25.0 | 51.6 | 11.3 | 62.9 | (14.1) | 27.0 | 21.8 | 48.7 | (29.0) | 19.7 |
| 25 | Total Pickering Outages | 148.3 | 36.2 | 157.4 | 27.2 | 184.5 | (44.2) | 104.0 | 36.4 | 140.4 | (91.7) | 48.7 |
| CRVA Eligible Costs | | | | | | | | | | | | |
| 26 | FCLF Related Ongoing Costs | 25.3 | (4.7) | 14.5 | 6.1 | 20.6 | (19.3) | 0.3 | 1.0 | 1.3 | (1.3) | 0.0 |
| 27 | Pickering Extended Operations | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 28 | Optimization of Pickering Shutdown | 1.8 | 5.4 | 2.2 | 5.0 | 7.2 | 4.6 | 13.5 | (1.7) | 11.8 | (10.7) | 1.1 |
| 29 | Total CRVA Eligible Costs | 27.0 | 0.7 | 16.7 | 11.1 | 27.8 | (14.7) | 13.8 | (0.6) | 13.1 | (12.0) | 1.1 |
| 30 | Total OPG Nuclear Facilities Outage OM&A Before Adjustments | 265.0 | 53.1 | 361.2 | (43.1) | 318.1 | 40.0 | 212.4 | 145.7 | 358.1 | (217.1) | 141.1 |
| 31 | OEB/Settlement Adjustments | | 0.0 | (10.8) | 10.8 | | 0.0 | (6.4) | 6.4 | | 0.0 | |
| 32 | Total OPG Nuclear Facilities Outage OM&A Including Adjustments | 265.0 | 53.1 | 350.4 | (32.3) | 318.1 | 40.0 | 206.0 | 152.1 | 358.1 | (217.1) | 141.1 |
| Pickering Cyclical Maintenance | | | | | | | | | | | | |
| 33 | Pickering NGS | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 34 | Operations and Project Support | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 35 | Total Pickering Cyclical Maintenance OM&A | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| DNNP Facilities Outages | | | | | | | | | | | | |
| 36 | DNNP Facilities | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 37 | Operations and Project Support | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 38 | Total DNNP Facilities Outage OM&A | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

Notes:

- 2020-2026 values have been restated for Nuclear organizational changes and transfers from Corporate Support (See Ex. A1-4-1 Attachment 2 and Ex. F2-2-1, Attachment 1).
- Per EB-2020-0290 OEB Decision and Order, Schedule A, p. 25, nuclear Outage OM&A costs are reduced by 3% per year over the 2022-2026 period.

Table 7b
 Comparison of Outage OM&A and Pickering Cyclical Maintenance OM&A - Combined Nuclear (\$M)^{1,2}

| Line No. | Business Unit | 2025 | (c)-(a) | 2025 | (g)-(c) | 2026 | (g)-(e) | 2026 | (i)-(g) | 2027 | (k)-(i) | 2028 |
|---------------------------------------|--------------------------------------------------------------------------|--------------|---------|--------|---------|--------------|---------|--------|---------|-------|---------|-------|
| | | OEB Approved | Change | Actual | Change | OEB Approved | Change | Budget | Change | Plan | Change | Plan |
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| Darlington Outages | | | | | | | | | | | | |
| 1 | Darlington NGS | 156.9 | (80.5) | 76.4 | 47.3 | 57.8 | 65.9 | 123.7 | 62.7 | 186.4 | (104.6) | 81.8 |
| 2 | Operations and Project Support | 35.7 | (20.8) | 14.9 | 17.4 | 3.5 | 28.7 | 32.3 | 5.1 | 37.4 | (6.4) | 30.9 |
| 3 | Total Darlington Outages | 192.6 | (101.3) | 91.3 | 64.7 | 61.3 | 94.6 | 155.9 | 67.8 | 223.7 | (111.0) | 112.7 |
| Pickering Outages | | | | | | | | | | | | |
| 4 | Pickering NGS | 0.0 | 29.0 | 29.0 | 10.9 | 0.0 | 39.9 | 39.9 | (39.9) | 0.0 | 0.0 | 0.0 |
| 5 | Operations and Project Support | 0.0 | 19.7 | 19.7 | (6.2) | 0.0 | 13.5 | 13.5 | (13.5) | 0.0 | 0.0 | 0.0 |
| 6 | Total Pickering Outages | 0.0 | 48.7 | 48.7 | 4.8 | 0.0 | 53.5 | 53.5 | (53.5) | 0.0 | 0.0 | 0.0 |
| CRVA Eligible Costs | | | | | | | | | | | | |
| 7 | FCLE Related Ongoing Costs | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 8 | Pickering Extended Operations | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 9 | Optimization of Pickering Shutdown | 0.0 | 1.1 | 1.1 | (1.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 10 | Total CRVA Eligible Costs | 0.0 | 1.1 | 1.1 | (1.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11 | Total OPG Nuclear Facilities Outage OM&A Before Adjustments | 192.6 | (51.5) | 141.1 | 68.3 | 61.3 | 148.1 | 209.4 | 14.4 | 223.7 | (111.0) | 112.7 |
| 12 | OEB/Settlement Adjustments | (5.8) | 5.8 | | 0.0 | (1.8) | 1.8 | | 0.0 | | 0.0 | |
| 13 | Total OPG Nuclear Facilities Outage OM&A Including Adjustment | 186.8 | (45.7) | 141.1 | 68.3 | 59.5 | 149.9 | 209.4 | 14.4 | 223.7 | (111.0) | 112.7 |
| Pickering Cyclical Maintenance | | | | | | | | | | | | |
| 14 | Pickering NGS | 0.0 | 0.0 | 0.0 | 25.0 | 0.0 | 25.0 | 25.0 | 133.3 | 158.3 | (7.8) | 150.6 |
| 15 | Operations and Project Support | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10.0 | 10.0 | 0.3 | 10.4 |
| 16 | Total Pickering Cyclical Maintenance OM&A | 0.0 | 0.0 | 0.0 | 25.0 | 0.0 | 25.0 | 25.0 | 143.4 | 168.4 | (7.4) | 160.9 |
| DNNP Facilities Outages | | | | | | | | | | | | |
| 17 | DNNP Facilities | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 18 | Operations and Project Support | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 19 | Total DNNP Facilities Outage OM&A | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

| Line No. | Business Unit | 2028 | (c)-(a) | 2029 | (e)-(c) | 2030 | (g)-(e) | 2031 |
|---------------------------------------|------------------------------------------------------|-------|---------|-------|---------|-------|---------|-------|
| | | Plan | Change | Plan | Change | Plan | Change | Plan |
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| Darlington Outages | | | | | | | | |
| 20 | Darlington NGS | 81.8 | 86.6 | 168.5 | (78.0) | 90.4 | (3.5) | 86.9 |
| 21 | Operations and Project Support | 30.9 | 19.7 | 50.6 | (19.4) | 31.2 | (2.4) | 28.8 |
| 22 | Total Darlington Outages | 112.7 | 106.4 | 219.1 | (97.5) | 121.6 | (5.9) | 115.8 |
| Pickering Outages | | | | | | | | |
| 23 | Pickering NGS | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 26.5 | 26.5 |
| 24 | Operations and Project Support | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 25 | Total Pickering Outages | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 26.5 | 26.5 |
| CRVA Eligible Costs | | | | | | | | |
| 26 | FCLE Related Ongoing Costs | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 27 | Pickering Extended Operations | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 28 | Optimization of Pickering Shutdown | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 29 | Total CRVA Eligible Costs | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 30 | Total OPG Nuclear Facilities Outage OM&A | 112.7 | 106.4 | 219.1 | (97.5) | 121.6 | 20.6 | 142.2 |
| Pickering Cyclical Maintenance | | | | | | | | |
| 31 | Pickering NGS | 150.6 | 7.4 | 158.0 | 0.9 | 158.9 | (58.5) | 100.4 |
| 32 | Operations and Project Support | 10.4 | 0.6 | 10.9 | 0.2 | 11.1 | (4.8) | 6.3 |
| 33 | Total Pickering Cyclical Maintenance OM&A | 160.9 | 8.0 | 168.9 | 1.0 | 169.9 | (63.3) | 106.6 |
| DNNP Facilities Outages | | | | | | | | |
| 34 | DNNP Facilities | 0.0 | 0.0 | 0.0 | 0.1 | 0.1 | 48.6 | 48.6 |
| 35 | Operations and Project Support | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 36 | Total DNNP Facilities Outage OM&A | 0.0 | 0.0 | 0.0 | 0.1 | 0.1 | 48.6 | 48.6 |

Notes:
 1 2020-2026 values have been restated for Nuclear organizational changes and transfers from Corporate Support (See Ex. A1-4-1, Att.2 and Ex. F2-2-1, Att. 1).
 2 Per EB-2020-0290 OEB Decision and Order, Schedule A, p. 25, nuclear Outage OM&A costs are reduced by 3% per year over the 2022-2026 period.

Table 8a
 Comparison of OPG Nuclear Facilities Fuel Costs (\$M)

| Line No. | Business Unit | 2020 OEB Approved | (c)-(a) Change | 2020 Actual | (g)-(c) Change | 2021 OEB Approved | (g)-(e) Change | 2021 Actual | (k)-(g) Change | 2022 OEB Approved | (k)-(i) Change | 2022 Actual |
|----------|-------------------------------------------------------------|-------------------|----------------|-------------|----------------|-------------------|----------------|-------------|----------------|-------------------|----------------|-------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| | CANDU: | | | | | | | | | | | |
| 1 | Darlington NGS ¹ | 83.8 | 14.5 | 98.2 | (24.2) | 70.4 | 3.6 | 74.0 | (21.0) | 53.5 | (0.5) | 53.0 |
| 2 | Pickering NGS ¹ | 80.1 | (0.2) | 79.9 | (1.5) | 78.0 | 0.4 | 78.4 | 1.9 | 73.8 | 6.5 | 80.3 |
| 3 | Total CANDU Fuel Bundle Cost | 163.9 | 14.2 | 178.1 | (25.7) | 148.4 | 4.0 | 152.4 | (19.1) | 127.3 | 6.0 | 133.3 |
| 4 | Nuclear Fuel Settlement Adjustment[†] | | | | | | | | | (1.1) | | |
| | Total CANDU Fuel Bundle Cost | 163.9 | 14.2 | 178.1 | (25.7) | 148.4 | 4.0 | 152.4 | (19.1) | 126.2 | 7.1 | 133.3 |
| 5 | Total CANDU Fuel Bundle Cost² (\$/MWh) | 4.39 | (0.3) | 4.05 | (0.2) | 4.19 | (0.3) | 3.85 | (0.1) | 3.83 | (0.1) | 3.78 |
| 6 | CANDU Used Fuel Storage & Disposal^{3,4} | 43.3 | 12.0 | 55.2 | 21.5 | 43.9 | 32.9 | 76.7 | 5.9 | 46.2 | 36.5 | 82.7 |
| 7 | CANDU Fuel Oil | 4.6 | (3.1) | 1.5 | 1.4 | 4.7 | (1.8) | 2.9 | 3.6 | 4.8 | 1.7 | 6.6 |
| 8 | Total OPG Nuclear Facilities CANDU Fuel Costs | 211.8 | 23.1 | 234.9 | (2.8) | 197.0 | 35.1 | 232.0 | (9.5) | 177.3 | 45.3 | 222.5 |

| Line No. | Business Unit | 2022 Actual | (e)-(a) Change | 2023 OEB Approved | (e)-(c) Change | 2023 Actual | (i)-(e) Change | 2024 OEB Approved | (i)-(g) Change | 2024 Actual | (k)-(i) Change | 2025 Actual |
|----------|-------------------------------------------------------------|-------------|----------------|-------------------|----------------|-------------|----------------|-------------------|----------------|-------------|----------------|-------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| | CANDU: | | | | | | | | | | | |
| 9 | Darlington NGS ¹ | 53.0 | 10.3 | 40.3 | 23.1 | 63.4 | (1.6) | 60.1 | 1.7 | 61.8 | 51.3 | 113.1 |
| 10 | Pickering NGS ¹ | 80.3 | 3.5 | 81.7 | 2.2 | 83.9 | 7.6 | 85.7 | 5.8 | 91.4 | (7.1) | 84.3 |
| 11 | Total CANDU Fuel Bundle Cost | 133.3 | 13.9 | 122.0 | 25.2 | 147.2 | 6.0 | 145.8 | 7.4 | 153.2 | 44.2 | 197.4 |
| 12 | Nuclear Fuel Settlement Adjustment[†] | | | (0.8) | | | | 0.1 | | | | |
| 13 | Total CANDU Fuel Bundle Cost | 133.3 | 13.9 | 121.1 | 26.1 | 147.2 | 6.0 | 145.9 | 7.3 | 153.2 | 44.2 | 197.4 |
| 13 | Total CANDU Fuel Bundle Cost² (\$/MWh) | 3.78 | 0.3 | 3.91 | 0.2 | 4.08 | 0.6 | 4.28 | 0.4 | 4.65 | 0.5 | 5.18 |
| 14 | CANDU Used Fuel Storage & Disposal^{3,4} | 82.7 | (16.1) | 55.2 | 11.3 | 66.5 | (13.8) | 58.6 | (5.9) | 52.7 | 7.5 | 60.2 |
| 15 | CANDU Fuel Oil | 6.6 | (1.9) | 5.0 | (0.3) | 4.7 | 1.2 | 5.1 | 0.8 | 5.9 | (4.9) | 1.0 |
| 16 | Total OPG Nuclear Facilities CANDU Fuel Costs | 222.5 | (4.1) | 181.3 | 37.1 | 218.4 | (6.6) | 209.5 | 2.3 | 211.8 | 46.8 | 258.6 |

Notes:

- Includes fuel expense of 50% total refueling cost for each refurbished Darlington and Pickering unit applied during the first three months after return to service.
- Nuclear fuel bundle costs (2020-2021 OEB approved) reflects 2% downward adjustment per partial settlement as described in EB-2016-0152 Decision and Order, p. 52.
- From Ex. C2-1-1 Table 2, line 2. Used Fuel Storage & Disposal is discussed in Ex. C2-1-1.
- For 2020-2021 OEB approved, adjustments to used fuel storage and disposal variable expenses to reflect actual year-end 2016 asset retirement obligation adjustment and discount rate as reflected in Ex. J21.2 (OEB Decision and Order p. 98).
- Per EB-2020-0290 OEB Decision and Order, Schedule A, p. 26, nuclear fuel bundle costs are reduced by 2% per year and include the flow through impacts of the production forecast adjustments, for 2022-2026 OEB approved.

Table 8b
Comparison of OPG Nuclear Facilities Fuel Costs (\$M)

| Line No. | Business Unit | 2025 OEB Approved | (c)-(a) Change | 2025 Actual | (g)-(c) Change | 2026 OEB Approved | (g)-(e) Change | 2026 Budget | (i)-(g) Change | 2027 Plan | (k)-(i) Change | 2028 Plan |
|----------|-----------------------------------------------------------|-------------------|----------------|--------------|----------------|-------------------|----------------|--------------|----------------|--------------|----------------|--------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| | CANDU: | | | | | | | | | | | |
| 1 | Darlington NGS ¹ | 67.6 | 45.5 | 113.1 | 14.5 | 103.7 | 23.9 | 127.6 | (6.3) | 121.2 | 60.3 | 181.6 |
| 2 | Pickering NGS ¹ | 71.6 | 12.7 | 84.3 | (18.9) | 0.0 | 65.4 | 65.4 | (65.4) | 0.0 | 0.0 | 0.0 |
| 3 | Total CANDU Fuel Bundle Cost | 139.2 | 58.2 | 197.4 | (4.4) | 103.7 | 89.4 | 193.0 | (71.8) | 121.2 | 60.3 | 181.6 |
| 4 | Nuclear Fuel Settlement Adjustment ³ | 1.3 | | | | (0.2) | | | | | | |
| | Total CANDU Fuel Bundle Cost | 140.5 | 56.9 | 197.4 | (4.4) | 103.5 | 89.5 | 193.0 | (71.8) | 121.2 | 60.3 | 181.6 |
| 5 | Total CANDU Fuel Bundle Cost (\$/MWh) | 4.61 | 0.6 | 5.18 | 0.8 | 4.82 | 1.1 | 5.95 | 0.5 | 6.49 | 0.3 | 6.80 |
| 6 | CANDU Used Fuel Storage & Disposal² | 44.1 | 16.1 | 60.2 | (18.4) | 42.9 | (1.1) | 41.8 | (15.0) | 26.8 | 11.7 | 38.5 |
| 7 | CANDU Fuel Oil | 5.2 | (4.2) | 1.0 | 3.4 | 1.6 | 2.8 | 4.4 | (1.5) | 2.9 | (1.2) | 1.7 |
| 8 | Total OPG Nuclear Facilities CANDU Fuel Costs | 189.9 | 68.7 | 258.6 | (19.4) | 148.0 | 91.2 | 239.2 | (88.3) | 150.9 | 70.8 | 221.7 |

| Line No. | Business Unit | 2028 Plan | (c)-(a) Change | 2029 Plan | (e)-(c) Change | 2030 Plan | (g)-(e) Change | 2031 Plan |
|----------|-----------------------------------------------------------|--------------|----------------|--------------|----------------|--------------|----------------|--------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | CANDU: | | | | | | | |
| 9 | Darlington NGS ¹ | 181.6 | 2.3 | 183.9 | 25.4 | 209.3 | 12.6 | 221.9 |
| 10 | Pickering NGS ¹ | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 28.2 | 28.2 |
| 11 | Total CANDU Fuel Bundle Cost | 181.6 | 2.3 | 183.9 | 25.4 | 209.3 | 40.9 | 250.2 |
| 12 | Total CANDU Fuel Bundle Cost (\$/MWh) | 6.80 | 0.5 | 7.33 | 0.5 | 7.80 | 0.8 | 8.64 |
| 13 | CANDU Used Fuel Storage & Disposal² | 38.5 | (0.5) | 38.0 | 12.2 | 50.2 | 4.0 | 54.2 |
| 14 | CANDU Fuel Oil | 1.7 | 0.0 | 1.7 | 0.0 | 1.7 | 0.0 | 1.8 |
| 15 | Total OPG Nuclear Facilities CANDU Fuel Costs | 221.7 | 1.8 | 223.6 | 37.7 | 261.2 | 44.9 | 306.1 |

Notes:

- Includes fuel expense of 50% total refueling cost for each refurbished Darlington and Pickering unit applied during the first three months after return to service.
- From Ex. C2-1-1 Table 2, line 2. Used Fuel Storage & Disposal is discussed in Ex. C2-1-1.
- Per EB-2020-0290 OEB Decision and Order, Schedule A, p. 26, nuclear fuel bundle costs are reduced by 2% per year and include the flow through impacts of the production forecast adjustments, for 2022-2026 OEB approved.

Table 9
 Comparison of Darlington New Nuclear Program (DNNP) Facilities Fuel Costs (\$M)

| Line No. | Business Unit | 2025 OEB Approved | (c)-(a) Change | 2025 Actual | (g)-(c) Change | 2026 OEB Approved | (g)-(e) Change | 2026 Budget | (i)-(g) Change | 2027 Plan | (k)-(i) Change | 2028 Plan |
|----------|----------------------------------------------|-------------------|----------------|-------------|----------------|-------------------|----------------|-------------|----------------|-----------|----------------|-----------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| | SMR: | | | | | | | | | | | |
| 11 | Total SMR Fuel Assembly Cost | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 12 | Total SMR Fuel Assembly Cost (\$/MWh) | 0.00 | 0.0 | 0.00 | 0.0 | 0.00 | 0.0 | 0.00 | 0.0 | 0.00 | 0.0 | 0.00 |
| 13 | SMR Fuel Oil | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 14 | Total DNNP Facilities SMR Fuel Costs | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

| Line No. | Business Unit | 2028 Plan | (c)-(a) Change | 2029 Plan | (e)-(c) Change | 2030 Plan | (g)-(e) Change | 2031 Plan |
|----------|----------------------------------------------|-----------|----------------|-----------|----------------|-----------|----------------|-----------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | SMR: | | | | | | | |
| 15 | Total SMR Fuel Assembly Cost | 0.0 | 0.0 | 0.0 | 7.2 | 7.2 | 20.6 | 27.8 |
| 16 | Total SMR Fuel Assembly Cost (\$/MWh) | 0.00 | 0.0 | 0.00 | 14.4 | 14.4 | (0.0) | 14.4 |
| 17 | SMR Fuel Oil | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 18 | Total DNNP Facilities SMR Fuel Costs | 0.0 | 0.0 | 0.0 | 7.2 | 7.2 | 20.6 | 27.8 |

Notes:

- The energy portion of the fuel acquisition cost for the initial core load in 2030 is projected to be 31% which is prorated over the planned energy production period. The energy portion of the fuel acquisition cost for the first fuel reload outage in 2031 is projected to be 74% which is prorated over the planned energy production period. Refer to Ex. F2-5-1, Section 5.0 for further details.

Numbers may not add due to rounding.

Filed: 2026-04-24
 EB-2025-0297
 Exhibit L
 F1-Staff-171
 Attachment 1
 Table 10

Table 10
 Comparison of OM&A - Darlington Refurbishment Program (\$M)

| Line No. | Business Unit | 2020 OEB Approved | (c)-(a) Change | 2020 Actual | (g)-(c) Change | 2021 OEB Approved | (g)-(e) Change | 2021 Actual | (k)-(g) Change | 2022 OEB Approved | (k)-(i) Change | 2022 Actual |
|----------|--------------------------------------------------------------------|-------------------|----------------|-------------|----------------|-------------------|----------------|-------------|----------------|-------------------|----------------|-------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | Darlington Refurbishment Program - Unit Refurbishment ¹ | 48.4 | (29.4) | 19.0 | 16.6 | 19.7 | 15.8 | 35.6 | (13.2) | 24.2 | (1.9) | 22.3 |
| 2 | Facilities and Infrastructure Projects | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 3 | Safety Improvement Opportunities | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 4 | Total Darlington Refurbishment Program OM&A | 48.4 | (29.4) | 19.0 | 16.6 | 19.7 | 15.8 | 35.6 | (13.2) | 24.2 | (1.9) | 22.3 |

| Line No. | Business Unit | 2022 Actual | (e)-(a) Change | 2023 OEB Approved | (e)-(c) Change | 2023 Actual | (i)-(e) Change | 2024 OEB Approved | (i)-(g) Change | 2024 Actual | (k)-(i) Change | 2025 Actual |
|----------|--------------------------------------------------------------------|-------------|----------------|-------------------|----------------|-------------|----------------|-------------------|----------------|-------------|----------------|-------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 5 | Darlington Refurbishment Program - Unit Refurbishment ¹ | 22.3 | 16.6 | 23.6 | 15.4 | 39.0 | 20.7 | 29.3 | 30.4 | 59.7 | (48.8) | 10.9 |
| 6 | Facilities and Infrastructure Projects | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 7 | Safety Improvement Opportunities | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 8 | Total Darlington Refurbishment Program OM&A | 22.3 | 16.6 | 23.6 | 15.4 | 39.0 | 20.7 | 29.3 | 30.4 | 59.7 | (48.8) | 10.9 |

| Line No. | Business Unit | 2025 OEB Approved | (c)-(a) Change | 2025 Actual | (g)-(c) Change | 2026 OEB Approved | (g)-(e) Change | 2026 Budget |
|----------|--------------------------------------------------------------------|-------------------|----------------|-------------|----------------|-------------------|----------------|-------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 9 | Darlington Refurbishment Program - Unit Refurbishment ¹ | 25.0 | (14.1) | 10.9 | (9.4) | 8.4 | (7.0) | 1.5 |
| 10 | Facilities and Infrastructure Projects | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11 | Safety Improvement Opportunities | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 12 | Total Darlington Refurbishment Program OM&A | 25.0 | (14.1) | 10.9 | (9.4) | 8.4 | (7.0) | 1.5 |

Notes:

- The Unit Refurbishment 2020-2026 amounts include removal costs of existing structures or facilities prior to construction modification, and L&ILW variable expense. Breakdown provided in F2-7-1 Table 1.

AMPCO Interrogatory #104

Interrogatory

**Reference:
F2-1-1 Table 2a**

Question(s):

Please split Table 2a into two tables and provide excel versions of each table. In the response breakdown Nuclear Facilities OM&A FTEs between Base OM&A, Project OM&A, and Outage OM&A.

- a) Darlington Staff Summary.
- b) Pickering Staff Summary.

Response

a) and b)

Refer to Attachment 1.

OPG Nuclear Facilities OM&A FTEs Darlington

| Group | 2020 Actual | 2021 Actual | 2022 Actual | 2023 Actual | 2024 Actual | 2025 Actual | 2026 Budget | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|-----------------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) |
| OPG Nuclear Facilities Base OM&A: | | | | | | | | | | | | |
| Regular Staff | 1,806.6 | 1,732.8 | 1,317.9 | 1,597.5 | 1,650.6 | 1,774.3 | 2,013.8 | 2,148.7 | 2,120.5 | 2,123.4 | 2,106.5 | 2,062.7 |
| Non-Regular Staff | | | | | | | | | | | | |
| Term and Extended Temporary | 38.9 | 62.7 | 141.6 | 207.9 | 190.2 | 122.9 | 100.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Temporary | 244.8 | 210.6 | 182.2 | 192.2 | 177.4 | 188.8 | 98.5 | 62.2 | 56.8 | 56.8 | 56.9 | 54.6 |
| EPSCA | 23.2 | 18.5 | 20.5 | 10.1 | 16.7 | 21.4 | 7.2 | 7.2 | 7.2 | 7.2 | 7.2 | 7.2 |
| Total Non-Regular Staff | 306.9 | 291.9 | 344.2 | 410.2 | 384.2 | 333.1 | 205.6 | 69.4 | 63.9 | 63.9 | 64.1 | 61.8 |
| Subtotal OPG Nuclear Facilities Base OM&A | 2,113.4 | 2,024.7 | 1,662.2 | 2,007.7 | 2,034.8 | 2,107.3 | 2,219.5 | 2,218.1 | 2,184.4 | 2,187.3 | 2,170.5 | 2,124.5 |
| OPG Nuclear Facilities Outage OM&A: | | | | | | | | | | | | |
| Regular Staff | 23.1 | 49.3 | 63.9 | 24.2 | 45.6 | 30.0 | 45.5 | 49.8 | 43.0 | 52.3 | 45.3 | 40.6 |
| Non-Regular Staff | | | | | | | | | | | | |
| Term and Extended Temporary | 4.0 | 8.1 | 3.5 | 2.5 | 1.3 | 1.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Temporary | 76.0 | 152.5 | 33.3 | 14.1 | 44.8 | 10.2 | 95.2 | 64.3 | 51.3 | 102.6 | 51.3 | 51.3 |
| EPSCA | 22.4 | 40.5 | 48.2 | 49.5 | 51.8 | 28.8 | 10.4 | 0.8 | 0.4 | 0.4 | 0.0 | 0.0 |
| Total Non-Regular Staff | 102.4 | 201.2 | 84.9 | 66.0 | 97.9 | 40.3 | 105.6 | 65.1 | 51.7 | 103.0 | 51.3 | 51.3 |
| Subtotal OPG Nuclear Facilities Outage OM&A | 125.5 | 250.4 | 148.8 | 90.2 | 143.5 | 70.3 | 151.1 | 114.9 | 94.7 | 155.3 | 96.6 | 91.9 |
| Pickering Cyclical Maintenance OM&A: | | | | | | | | | | | | |
| Regular Staff | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Non-Regular Staff | | | | | | | | | | | | |
| Term and Extended Temporary | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Temporary | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Non-Regular Staff | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Subtotal Pickering Cyclical Maintenance OM&A | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| OPG Nuclear Facilities Project OM&A: | | | | | | | | | | | | |
| Regular Staff | 81.1 | 78.2 | 71.8 | 68.9 | 80.7 | 89.6 | 119.6 | 129.4 | 133.5 | 114.6 | 112.4 | 115.8 |
| Non-Regular Staff | | | | | | | | | | | | |
| Term and Extended Temporary | 2.6 | 4.7 | 2.6 | 3.9 | 2.5 | 1.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Temporary | 23.7 | 22.9 | 10.8 | 5.4 | 5.3 | 7.2 | 11.4 | 10.0 | 10.5 | 12.8 | 14.5 | 14.5 |
| EPSCA | 9.1 | 14.3 | 12.3 | 11.8 | 12.8 | 7.6 | 4.4 | 4.6 | 4.6 | 4.6 | 5.8 | 5.8 |
| Total Non-Regular Staff | 35.4 | 41.9 | 25.7 | 21.1 | 20.6 | 15.8 | 15.8 | 14.6 | 15.1 | 17.4 | 20.3 | 20.3 |
| Subtotal OPG Nuclear Facilities Project OM&A | 116.5 | 120.1 | 97.5 | 90.0 | 101.3 | 105.4 | 135.4 | 144.0 | 148.6 | 132.0 | 132.7 | 136.0 |
| Total Nuclear Facilities Base, Outage, Pickering Cyclical & Project OM&A | 2,355.5 | 2,395.2 | 1,908.4 | 2,188.0 | 2,279.6 | 2,283.1 | 2,506.0 | 2,477.0 | 2,427.7 | 2,474.7 | 2,399.9 | 2,352.4 |
| OPG Nuclear Facilities Capital: | | | | | | | | | | | | |
| Regular Staff | 145.5 | 134.0 | 172.5 | 185.6 | 235.6 | 287.5 | 383.2 | 367.0 | 336.8 | 279.5 | 293.0 | 308.4 |
| Non-Regular Staff | | | | | | | | | | | | |
| Term and Extended Temporary | 0.7 | 7.7 | 17.0 | 23.5 | 24.0 | 9.7 | 17.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

| | | | | | | | | | | | | | |
|-----------------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|------------|
| Temporary | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.1 | 8.4 | 8.4 | 8.4 | 8.4 | 7.0 | 6.0 |
| Total Non-Regular Staff | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.1 | 8.4 | 8.4 | 8.4 | 8.4 | 7.0 | 6.0 |
| Subtotal Pickering Cyclical Maintenance OM&A | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 77.0 | 439.0 | 430.7 | 430.9 | 429.6 | 266.3 | |
| OPG Nuclear Facilities Project OM&A: | | | | | | | | | | | | | |
| Regular Staff | 47.0 | 34.6 | 27.3 | 42.5 | 32.3 | 43.6 | 12.2 | 5.4 | 5.4 | 5.4 | 5.4 | 5.4 | 5.6 |
| Non-Regular Staff | | | | | | | | | | | | | |
| Term and Extended Temporary | 4.3 | 7.9 | 4.5 | 3.4 | 1.5 | 0.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Temporary | 12.2 | 4.2 | 4.7 | 4.0 | 3.7 | 3.5 | 0.7 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| EPSCA | 3.7 | 1.1 | 2.4 | 5.3 | 0.9 | 0.3 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Non-Regular Staff | 20.2 | 13.2 | 11.6 | 12.7 | 6.1 | 4.3 | 0.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Subtotal OPG Nuclear Facilities Project OM&A | 67.2 | 47.8 | 38.9 | 55.1 | 38.4 | 47.9 | 13.1 | 5.4 | 5.4 | 5.4 | 5.4 | 5.4 | 5.6 |
| Total Nuclear Facilities Base, Outage, Pickering Cyclical & Project OM&A | 3,452.0 | 3,317.1 | 3,308.0 | 3,202.9 | 3,041.3 | 2,349.3 | 1,983.7 | 849.3 | 863.7 | 888.9 | 916.3 | 1,579.2 | |
| OPG Nuclear Facilities Capital: | | | | | | | | | | | | | |
| Regular Staff | 76.4 | 45.2 | 18.4 | 16.4 | 14.1 | 14.9 | 57.5 | 102.0 | 123.0 | 180.0 | 179.0 | 169.0 | |
| Non-Regular Staff | | | | | | | | | | | | | |
| Term and Extended Temporary | 4.5 | 4.0 | 2.9 | 2.2 | 1.1 | 0.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Temporary | 14.9 | 9.2 | 2.8 | 1.8 | 1.4 | 0.9 | 21.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| EPSCA | 4.4 | 4.7 | 0.8 | 4.1 | 7.0 | 11.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Non-Regular Staff | 23.7 | 17.9 | 6.5 | 8.1 | 9.6 | 13.0 | 21.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Subtotal OPG Nuclear Facilities Capital | 100.1 | 63.1 | 24.9 | 24.5 | 23.6 | 28.0 | 78.5 | 102.0 | 123.0 | 180.0 | 179.0 | 169.0 | |
| Darlington Refurbishment Program: | | | | | | | | | | | | | |
| Regular Staff | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Non-Regular Staff | | | | | | | | | | | | | |
| Term and Extended Temporary | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Temporary | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Non-Regular Staff | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Subtotal Darlington Refurbishment | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Pickering Refurbishment Program: | | | | | | | | | | | | | |
| Regular Staff | 0.0 | 0.0 | 0.0 | 7.6 | 159.5 | 455.6 | 1,177.1 | 2,258.9 | 2,281.1 | 2,306.0 | 2,265.0 | 1,623.7 | |
| Non-Regular Staff | | | | | | | | | | | | | |
| Term and Extended Temporary | 0.0 | 0.0 | 0.0 | 0.0 | 0.8 | 7.0 | 21.3 | 7.0 | 7.0 | 7.0 | 7.0 | | |
| Temporary | 0.0 | 0.0 | 0.0 | 0.1 | 10.3 | 31.5 | 128.5 | 29.0 | 13.0 | 13.0 | 20.0 | 20.0 | |
| EPSCA | 0.0 | 0.0 | 0.0 | 0.1 | 3.2 | 21.2 | 109.7 | 350.2 | 473.4 | 419.0 | 335.0 | 252.9 | |
| Total Non-Regular Staff | 0.0 | 0.0 | 0.0 | 0.1 | 14.3 | 59.7 | 259.4 | 386.2 | 493.4 | 439.0 | 355.0 | 272.9 | |
| Subtotal Pickering Refurbishment Program | 0.0 | 0.0 | 0.0 | 7.8 | 173.8 | 515.3 | 1,436.5 | 2,645.1 | 2,774.4 | 2,745.0 | 2,620.0 | 1,896.6 | |
| Total Pickering Station | 3,552.1 | 3,380.3 | 3,333.0 | 3,235.1 | 3,238.7 | 2,892.5 | 3,498.8 | 3,596.4 | 3,761.1 | 3,813.8 | 3,715.3 | 3,644.8 | |

1. Credit in 2025 is due to a reversal of historical project postings from prior years

2. FTE related to costs recorded in Ex. F2-1-1 Table 1a, line 19

CCC Interrogatory #071

Interrogatory

Reference:

Exhibit F2, Tab 1, Schedule 1, Attachment 4

EB-2020-0290, Exhibit F2, Tab 1, Schedule 1, Attachment 5

Question(s):

- a) Please explain why ScottMadden's 2018 study (filed in EB-2020-0290) used EUCG data starting in 2009 and now, in its 2025 study, it uses EUCG data starting in 2006.
- b) Please advise whether using the same starting point for the EUCG data as previously applied (i.e., 2009 and now extending to 2023) in the current study changes the outcome of ScottMadden's analysis. If so, please provide the revised results from that analysis.
- c) Please explain, and provide the detailed reasons for, the very significant increase in the base adjustment for CANDU reactor type (\$539M) relative to the 2018 study. As part of the response, please also explain the difference between the \$250M adjustment for CANDU reactor type shown at page 5 of Exhibit F2, Tab 1, Schedule 1, Attachment 5 in EB-2020-0290 and the value of \$284M shown in footnote 3 of the current study. If there was a subsequent version of the ScottMadden study filed in EB-2020-0290 after the filing of the pre-filed evidence, please provide a reference to where that study can be located on the EB-2020-0290 record.
- d) Please explain, and provide the detailed reasons for, the significant decrease in the base adjustment for average unit age (\$346k) relative to the 2018 study (\$77k).
- e) With respect to the unit age adjustment, please advise whether unit age resets to zero after refurbishment. If not, please explain why.
- f) With respect to the additional "annual factor" adjustment to the Darlington refurbishment cost, please explain why that was not applied in the previous 2018 study.
- g) Please advise whether ScottMadden believes that the additional "annual factor" adjustment that captures the proportion of total generating costs that are refurbishment-related would have improved its 2018 study. As part of the response, please provide the quintile that OPG would have been in using the same data as the 2018 study and the same methodologies that were applied in the 2018 study with the only change being the inclusion of the new "annual factor" adjustment.

- 1
2 h) Please provide the directional impact on Darlington’s TGC/MWh of applying an
3 adjustment for site capacity (which was not actually applied in the study). As part of
4 the response, please further explain the “complex adjustment to generation” that is
5 required to allow for a site capacity adjustment to be used in the overall model.
6
7 i) Please provide the charts on pages 4, 11 and 13 in tabular format. As part of the
8 table, please provide both quartile and quintile values. Separate from the table,
9 please provide the detailed calculations supporting each of the quartile and quintile
10 values.
11
12 j) Please provide revised versions of the charts on each of pages 4, 11 and 13 that
13 overlay lines showing quintiles.
14
15 k) To the extent that 2024 actual information is available for OPG and the peer group
16 nuclear plants, please file an updated study based on the 2022-2024 historical
17 period using ScottMadden’s proposed approach for normalization and
18 benchmarking.
19
20 l) Please provide separate tables for each of Darlington and Pickering that shows the
21 benchmarked results in dollars and the associated quintile placement based on the
22 following:
23
24 i. 2018 study
25 1. No normalization adjustments
26 2. Normalized for technology type and unit age
27 3. Normalized for technology type, unit age and refurbishment
28 4. Normalized for technology type, unit age, refurbishment and outages
29
30 ii. 2025 study (2021-2023 average)
31 1. No normalization adjustments
32 2. Normalized for technology type and unit age
33 3. Normalized for technology type, unit age and refurbishment
34 4. Normalized for technology type, unit age, refurbishment and outages
35
36 iii. 2025 updated study (2022-2024 average if available)
37 1. No normalization adjustments
38 2. Normalized for technology type and unit age
39 3. Normalized for technology type, unit age and refurbishment
40 4. Normalized for technology type, unit age, refurbishment and outages

1 **Response**

2
 3 *The following responses (a-j) were prepared by ScottMadden Management*
 4 *Consultants:*

- 5
 6 a) Refer to Ex. L-F2-Staff-324, part a).
 7
 8 b) Yes. Using the same starting point as the prior study (i.e., 2009) and extending the
 9 dataset through 2023 does change the outcome of ScottMadden’s analysis.

10
 11 To assess this, ScottMadden performed sensitivity analysis using a consistent
 12 model specification across multiple time periods. The results are summarized below
 13 (values in C\$ thousands):
 14

| Regression Term / Model Coefficient | Current Study 2009-2023 (2023\$Ck) | Current Study 2006-2023 (2023\$Ck) |
|----------------------------------------|------------------------------------------|------------------------------------------|
| Age | -106 | 77 |
| Capacity | 288 | 291 |
| CANDU (to BWR Baseline) | 555,768 | 539,467 |
| PWR (to BWR Baseline) | 9,595 | 17,309 |

15
 16 These coefficient differences alone do not indicate how OPG’s normalized cost
 17 performance relative to peers would change. To determine that impact, the alternate
 18 model would need to be applied across the full peer dataset, adjusted TGC/MWh
 19 values would need to be recalculated for all sites, and the comparative rankings
 20 would need to be recreated. Without re-running that full normalization and
 21 benchmarking exercise, it is not possible to determine how OPG’s adjusted cost
 22 performance relative to peers would be affected.
 23

- 24 c) Refer to Ex. L-F2-Staff-324, part e).
 25
 26 d) Refer to Ex. L-F2-Staff-324, part d).
 27
 28 e) While refurbishment replaces or improves the condition of systems and components
 29 in the nuclear plant and thus impacts future maintenance requirements, it is not
 30 equivalent to constructing a new nuclear plant. The unit age would not reset to zero.
 31
 32 f) The additional “annual factor” adjustment was not applied in the 2018 study because
 33 that study did not incorporate the same approach of scaling the econometric
 34 adjustments based on the proportion of total generating costs attributable to
 35 refurbishment in each year.

1 In the 2025 study, ScottMadden introduced this refinement to ensure that the
2 econometric adjustments (e.g., for technology type and unit age) are applied only to
3 the portion of costs not associated with refurbishment. This is done by calculating
4 the share of total generating costs attributable to refurbishment in each year and
5 proportionally reducing the model-based adjustments to avoid overstating their
6 impact.

7
8 While one could reasonably apply the same approach to the prior study, this
9 enhanced approach was developed in the current study to address the fact that
10 Darlington's offline unit-days due to Refurbishment were much higher than in the
11 prior study. This more conservative approach reduces the downward cost
12 adjustment provided to Darlington.

- 13
14 g) As noted above in part f), the "annual factor" adjustment introduced in the 2025 study
15 reflects a refinement to the methodology intended to avoid overstating econometric
16 adjustments in years where a significant portion of total generating costs is
17 attributable to refurbishment.

18
19 While ScottMadden did not apply this approach in the 2018 study, doing so would
20 be expected to improve the accuracy of the treatment of refurbishment by better
21 isolating the portion of costs to which the econometric model is intended to apply.
22 However, ScottMadden has not re-performed the 2018 study using the same 2009–
23 2017 dataset and methodology with the addition of the "annual factor" adjustment.
24 Accordingly, the resulting quintile placement under that hypothetical scenario is not
25 available.

- 26
27 h) As discussed in Ex. F2-1-1, Attachment 4, p. 6, we do not adjust costs for differences
28 in site capacity, despite this being a significant driver of cost, since this would also
29 have required a complex adjustment to generation. Adjusting for site capacity would
30 follow the logic of other adjustments to cost. In this model, that would mean adjusting
31 costs by ~C\$291k per MW per year for each site by a multiple of (median capacity
32 in MW across all sites minus the capacity of the specific site in MW). However, such
33 an adjustment for site capacity would also require that we adjust the MWhs produced
34 by the site in kind. This adjustment would require determination of, for example, the
35 capacity factor to use when determining the change in MWh, further complicating
36 the adjustment and magnifying differences across sites in certain periods.
37 ScottMadden thus felt it more conservative and intuitive to adjust only for technology
38 and age of equipment. The median site capacity in the dataset was 1,819 MW, while
39 PNGS and DNGS have 3,100 MW and 3,512 MW of site capacity, respectively.
40 Higher site capacities are related to higher costs, raising TGC/MWh, but higher site
41 capacities also allow for greater MWh of generation, lowering TGC/MWh. The
42 amount of additional MWh of generation produced depends on how consistently the
43 plant operates and at what percentage of capacity.

- 1
 2 i) Chart 1 provides Total Generating Costs per megawatt-hour (“TGC/MWh”) for 2023
 3 3-Year rolling average for the requested normalization methodologies.
 4
 5

Chart 1: 2023 3-Year TGC/MWh (2021-2023)

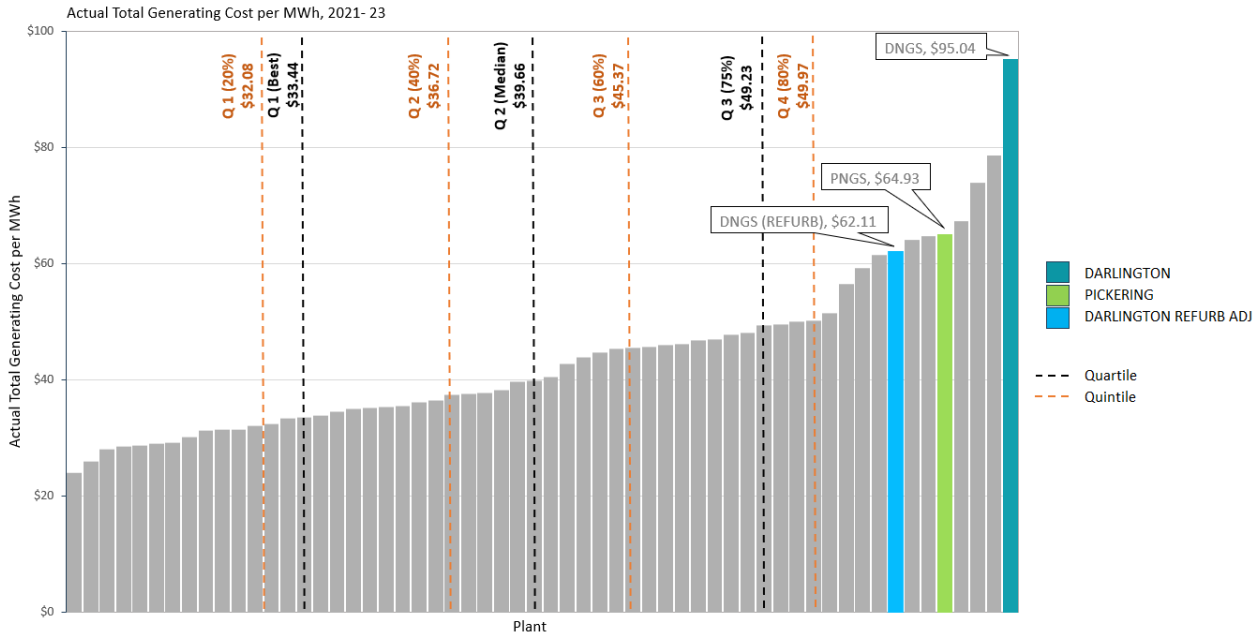
| Indicator | Station | Non-Normalized | Refurb Normalization | Technology & Unit Age Normalization | Technology, Unit Age, & Refurb Normalization | Technology, Unit Age, & Outage Duration Normalization | Technology, Unit Age, Outage Duration, & Refurb Normalization |
|--------------------------|---------|----------------|----------------------|-------------------------------------|----------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------|
| TGC/MWh | PN | \$64.93 | N/A | \$38.98 | N/A | \$33.62 | N/A |
| | DN | \$95.04 | \$62.11 | \$60.41 | \$39.58 | \$58.17 | \$38.11 |
| TGC/MWh Quartiles | | | | | | | |
| 1st Quartile | | \$33.44 | \$33.44 | \$29.56 | \$29.56 | \$29.51 | \$29.51 |
| 2nd Quartile | | \$39.66 | \$39.66 | \$36.69 | \$36.69 | \$34.09 | \$34.09 |
| 3rd Quartile | | \$49.23 | \$49.23 | \$42.93 | \$42.93 | \$41.78 | \$41.78 |
| TGC/MWh Quintiles | | | | | | | |
| 1st Quintiles | | \$32.08 | \$32.08 | \$28.46 | \$28.46 | \$27.77 | \$27.77 |
| 2nd Quintile | | \$36.72 | \$36.72 | \$33.80 | \$33.80 | \$32.76 | \$32.76 |
| 3rd Quintile | | \$45.37 | \$45.37 | \$40.22 | \$40.22 | \$38.64 | \$38.64 |
| 4th Quintile | | \$49.97 | \$49.97 | \$44.67 | \$44.67 | \$42.52 | \$42.52 |

6
 7 See Attachment 1 (confidential) detailed calculations supporting each of the quartile
 8 and quintile values.
 9

- 10 j) Charts 2, 3, 4 are the revised versions of the charts on each of pages 4, 11 and 13
 11 with overlaid lines showing quintiles

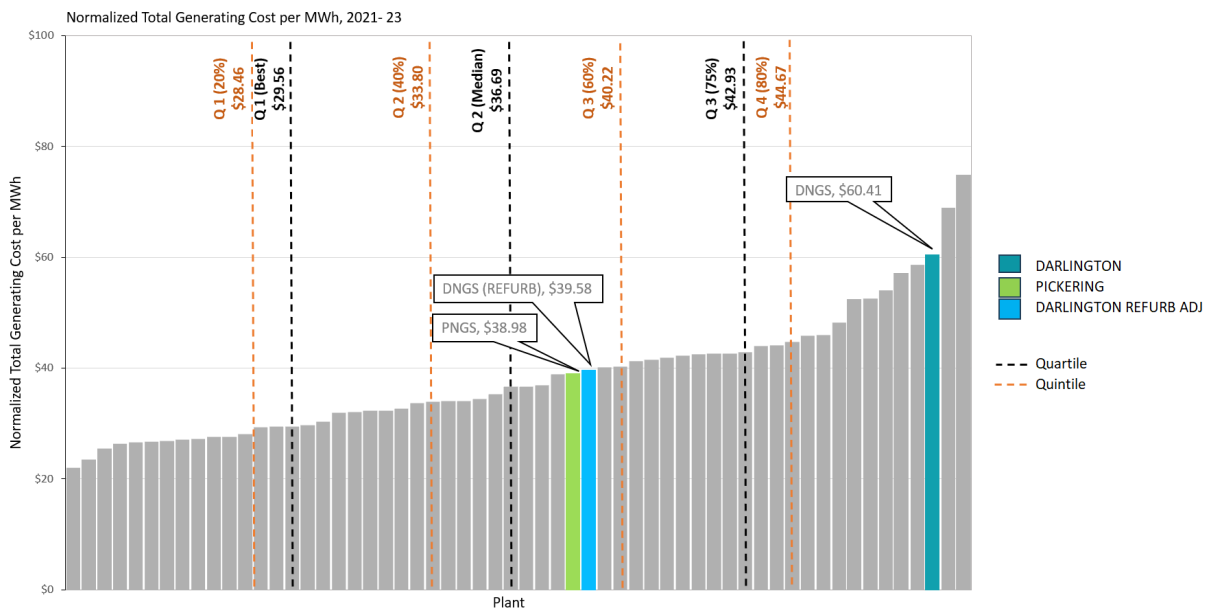
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Chart 2: TGC/MWh performance 2021-2023 for EUCG Panel with DNGS Adjusted for Refurbishment



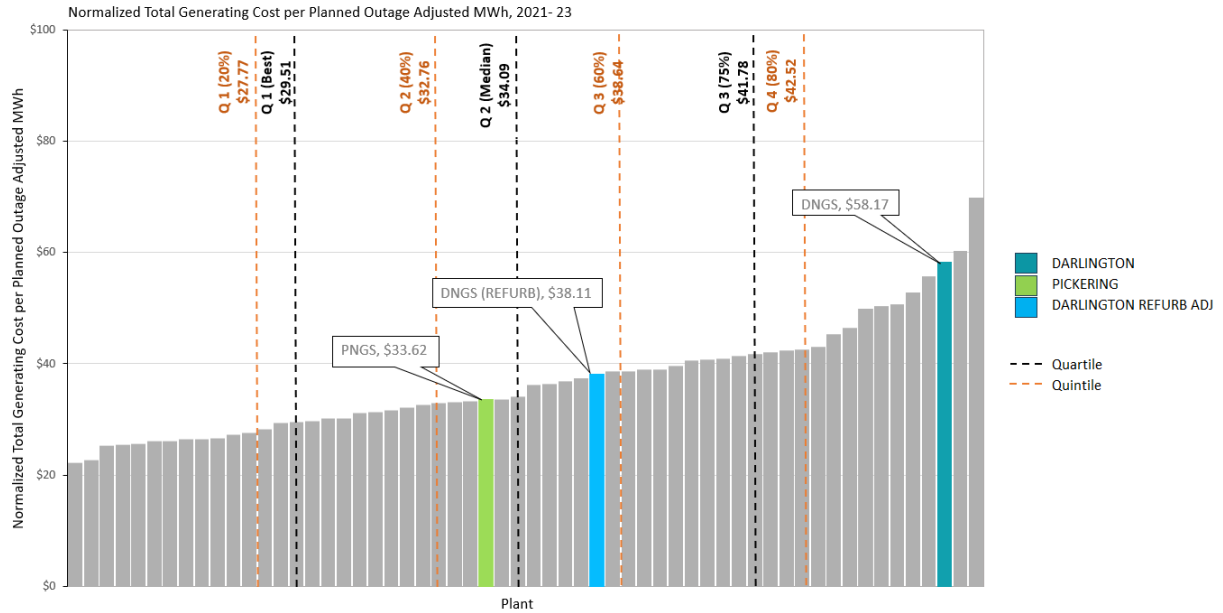
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Chart 3: TGC/MWh performance 2021-2023 for EUCG Panel with All Sites Adjusted Based on Econometric Analysis and DNGS Also Adjusted for Refurbishment



9

Chart 4: TGC/MWh performance 2021-2023 for EUCG Panel with All Sites Adjusted Based on Econometric Analysis and Outage Analysis and DNGS Also Adjusted for Refurbishment



The following responses (k-l) were prepared by OPG:

- k) OPG interprets this question to be requesting to apply the updated TGC normalization methodology (i.e., 2025 Study) to the 2022-2024 actual results. Refer to response to part l) below.
- l) i) ii) iii) Chart 5 provides Darlington’s and Chart 6 provides Pickering’s 3-Year rolling average TGC/MWh for the requested years and normalization methodologies.

Chart 5: Darlington – 3-Year TGC/MWh

| Darlington | 2018 Study (2015-2017) | 2025 Study (2021-2023) | 2025 Study (2022-2024) |
|---------------------------------------------------------------------|----------------------------|----------------------------|-----------------------------|
| Non-Normalized | 54.40 <i>Quintile 4</i> | 95.04 <i>Quintile 5</i> | 115.93 <i>Quintile 5</i> |
| Technology & Unit Age Normalization | 43.63 <i>Quintile 4</i> | 60.41 <i>Quintile 5</i> | 73.58 <i>Quintile 5</i> |
| Technology, Unit Age & Refurbishment Normalization | 39.77 <i>Quintile 3</i> | 39.58 <i>Quintile 3</i> | 43.25 <i>Quintile 4</i> |
| Technology, Unit Age, Refurbishment & Outage Duration Normalization | 37.94 <i>Quintile 3</i> | 38.11 <i>Quintile 3</i> | 42.58 <i>Quintile 4</i> |

Chart 6: Pickering – 3-Year TGC/MWh

| Pickering | 2018 Study (2015-2017) | 2025 Study (2021-2023) | 2025 Study (2022-2024) |
|---------------------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Non-Normalized | 67.22 <i>Quintile 5</i> | 64.93 <i>Quintile 5</i> | 64.78 <i>Quintile 5</i> |
| Technology & Unit Age Normalization | 53.13 <i>Quintile 5</i> | 38.98 <i>Quintile 3</i> | 37.75 <i>Quintile 3</i> |
| Technology, Unit Age & Outage Duration Normalization | 49.26 <i>Quintile 4</i> | 33.62 <i>Quintile 3</i> | 33.18 <i>Quintile 3</i> |

1

Exhibit L-F2-CCC-071, Attachment 1

Detailed calculations supporting each of the Quartile and Quintile Values

This Attachment was filed as confidential information in its entirety.

CCC Interrogatory #073

Interrogatory

Reference:

Exhibit F2, Tab 2, Schedule 1, Table 1a

Question(s):

- a) With respect to the Pickering base OM&A costs proposed for recovery for the 2027-2030 period (\$8.1M to \$24.6M), please further explain the rationale for those costs in the context that the station is offline during that period.
- b) Please provide a breakout of the detailed operations and project support cost categories (e.g., enterprise engineering, integrated fleet management, etc.) for 2020-2031 as between Darlington and Pickering.

Response

- a) The forecast Pickering Station Base OM&A costs for the 2027-2030 period primarily reflect regular labour costs associated with Nuclear Operator trainee cohorts required to support post-refurbishment station operations. During this period, the station is expected to see a net reduction in experienced Nuclear Operators driven by workforce attrition. The planned trainee cohorts are therefore required to maintain an adequate supply of qualified operators to support a safe, reliable transition back to commercial operations upon Unit 5 returning to service in 2031. The training program includes, as applicable to role and qualification requirements, CNSC-required simulator training and station qualifications necessary to support staffing for the main control room and station operations in accordance with regulatory and site requirements.
- b) Refer to Attachment 1.

Numbers may not add due to rounding.

Filed: 2026-04-24
 EB-2025-0297
 Exhibit L
 F2-CCC-073
 Attachment 1

Base OM&A - OPG Nuclear Facilities - Darlington (\$M)

| Line No. | Function | 2020 Actual | 2021 Actual | 2022 Actual | 2023 Actual | 2024 Actual | 2025 Actual | 2026 Budget | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|---------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------|-----------|-----------|-----------|-----------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) |
| | Operations and Project Support | | | | | | | | | | | | |
| 4 | Enterprise Engineering | 91.9 | 94.8 | 88.0 | 101.3 | 116.9 | 116.8 | 112.7 | 118.3 | 118.6 | 124.6 | 125.5 | 126.9 |
| 5 | Integrated Fleet Management | 92.6 | 89.3 | 81.7 | 83.8 | 99.6 | 99.1 | 110.3 | 119.2 | 121.8 | 126.3 | 127.6 | 131.5 |
| 6 | Environment, Health & Safety | 10.3 | 13.0 | 9.0 | 7.5 | 7.3 | 7.0 | 6.9 | 6.7 | 6.6 | 6.2 | 6.4 | 6.9 |
| 7 | Enterprise Projects | 8.9 | 9.1 | 9.3 | 8.4 | 9.8 | 3.8 | 2.9 | 2.4 | 2.3 | 1.6 | 1.4 | 1.9 |
| 8 | Other Support | 28.2 | 32.1 | 33.6 | 37.5 | 40.5 | 42.3 | 47.3 | 49.0 | 51.2 | 51.5 | 49.8 | 48.1 |
| 9 | Low and Intermediate Level Waste | 3.5 | 3.5 | 8.2 | 2.7 | 4.8 | 2.0 | 2.4 | 3.6 | 3.4 | 2.6 | 2.7 | 2.8 |
| 10 | Total Operations and Project Support | 235.4 | 241.7 | 229.9 | 241.2 | 278.9 | 271.1 | 282.6 | 299.2 | 303.9 | 312.8 | 313.4 | 318.1 |

Base OM&A - OPG Nuclear Facilities - Pickering (\$M)

| Line No. | Function | 2020 Actual | 2021 Actual | 2022 Actual | 2023 Actual | 2024 Actual | 2025 Actual | 2026 Budget | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|---------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------|-----------|-----------|-----------|-----------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) |
| | Operations and Project Support | | | | | | | | | | | | |
| 4 | Enterprise Engineering | 125.3 | 114.5 | 127.7 | 141.1 | 136.0 | 108.1 | 105.1 | 45.7 | 46.2 | 49.3 | 51.5 | 90.7 |
| 5 | Integrated Fleet Management | 95.6 | 89.6 | 91.8 | 104.8 | 122.2 | 96.0 | 90.0 | 46.6 | 47.7 | 49.7 | 55.5 | 73.7 |
| 6 | Environment, Health & Safety | 7.7 | 8.9 | 7.0 | 6.4 | 6.2 | 5.1 | 7.3 | 7.3 | 7.7 | 7.5 | 8.1 | 8.6 |
| 7 | Enterprise Projects | 6.6 | 7.8 | 8.4 | 7.7 | 6.6 | 3.9 | 6.5 | 4.0 | 4.6 | 4.9 | 5.0 | 5.1 |
| 8 | Other Support | 40.5 | 40.0 | 33.8 | 44.0 | 43.6 | 37.0 | 32.3 | 20.5 | 19.2 | 19.7 | 21.1 | 24.6 |
| 9 | Low and Intermediate Level Waste | 3.4 | 3.2 | 8.0 | 9.6 | 6.8 | 7.1 | 7.3 | 0.0 | 0.0 | 0.0 | 0.0 | 1.3 |
| 10 | Total Operations and Project Support | 279.1 | 264.0 | 276.7 | 313.6 | 321.5 | 257.2 | 248.6 | 124.1 | 125.3 | 131.1 | 141.3 | 204.0 |

CCC Interrogatory #074

Interrogatory

**Reference:
Exhibit F2, Tab 2, Schedule 1, Table 2**

Question(s):

Please provide a breakout of the base OM&A by resource type for the 2020-2031 period between Darlington and Pickering.

Response

Refer to Attachment 1. The amounts shown in each chart contain the station direct costs and operations and project support costs for each station.

Darlington OPG Facilities Base OM&A - Nuclear (\$M)

| Resource Type | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | Actual | Actual | Actual | Actual | Actual | Actual | Plan | Plan | Plan | Plan | Plan | Plan |
| Labour | 351.1 | 357.9 | 325.4 | 357.3 | 369.0 | 386.8 | 442.2 | 485.9 | 495.4 | 525.9 | 527.0 | 536.8 |
| Non-Regular Labour | 36.5 | 36.3 | 44.1 | 52.9 | 53.7 | 42.1 | 24.5 | 7.4 | 6.7 | 7.1 | 7.2 | 7.0 |
| Overtime | 34.2 | 29.8 | 37.8 | 37.0 | 39.8 | 36.7 | 28.7 | 31.8 | 33.0 | 34.2 | 35.5 | 37.3 |
| Augmented Staff | 5.4 | 5.3 | 4.0 | 3.7 | 4.1 | 4.9 | 0.3 | 1.5 | 1.3 | 1.3 | 1.3 | 1.3 |
| Materials | 46.0 | 43.5 | 45.8 | 33.8 | 41.4 | 46.0 | 42.4 | 51.6 | 50.0 | 52.6 | 54.2 | 56.1 |
| License Fees | 13.5 | 16.1 | 15.0 | 17.2 | 20.0 | 17.8 | 21.7 | 23.7 | 24.1 | 24.6 | 25.1 | 25.6 |
| Other Purchased Services | 58.4 | 71.7 | 74.2 | 61.8 | 89.4 | 71.6 | 79.3 | 86.5 | 78.8 | 79.2 | 79.9 | 80.5 |
| Other | 19.0 | 19.5 | 25.1 | 18.3 | 22.9 | 25.9 | 16.7 | 19.9 | 20.3 | 20.1 | 20.6 | 21.1 |
| Total Base OM&A | 564.2 | 580.1 | 571.4 | 581.9 | 640.2 | 631.6 | 655.9 | 708.2 | 709.8 | 745.1 | 750.8 | 765.8 |

Pickering OPG Facilities Base OM&A - Nuclear (\$M)

| Resource Type | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | Actual | Actual | Actual | Actual | Actual | Actual | Plan | Plan | Plan | Plan | Plan | Plan |
| Labour | 440.0 | 399.0 | 383.5 | 428.1 | 465.7 | 401.5 | 363.1 | 84.1 | 92.5 | 103.0 | 111.9 | 323.3 |
| Non-Regular Labour | 89.7 | 104.2 | 108.8 | 123.0 | 82.1 | 30.1 | 20.0 | 2.7 | 2.6 | 2.7 | 2.8 | 3.3 |
| Overtime | 36.2 | 40.6 | 41.3 | 47.3 | 49.7 | 33.8 | 25.8 | 4.6 | 4.9 | 4.8 | 5.0 | 24.3 |
| Augmented Staff | 8.1 | 7.9 | 5.8 | 5.6 | 4.1 | 3.2 | 0.3 | 0.1 | 0.0 | 0.0 | 0.0 | 0.1 |
| Materials | 59.5 | 58.0 | 60.6 | 76.4 | 73.2 | 56.8 | 40.3 | 2.3 | 2.4 | 2.3 | 2.4 | 29.8 |
| License Fees | 18.1 | 18.3 | 18.5 | 19.9 | 20.7 | 16.2 | 13.9 | 0.0 | 0.0 | 0.0 | 0.0 | 5.3 |
| Other Purchased Services | 71.8 | 79.4 | 85.4 | 81.7 | 75.5 | 53.5 | 75.3 | 31.0 | 31.5 | 31.9 | 34.5 | 61.0 |
| Other | 26.3 | 28.4 | 30.5 | 55.1 | 22.2 | 23.6 | 15.6 | 7.4 | 7.1 | 8.6 | 9.4 | 12.6 |
| Total Base OM&A | 749.7 | 735.9 | 734.2 | 837.0 | 793.2 | 618.7 | 554.3 | 132.2 | 140.9 | 153.4 | 166.0 | 459.7 |

CCC Interrogatory #077

Interrogatory

Reference:

Exhibit F2, Tab 5, Schedule 1, pp. 2-3, 10-12

Question(s):

- a) Please provide a comparison, in the same format as shown in Chart 1 (including the attribution factors for the variances), of the actual nuclear fuel bundle costs for the 2017-2021 period and the forecast provided in EB-2020-0290.
- b) Please provide a comparison, in the same format as shown in Chart 1 (including the attribution factors for the variances), of the actual nuclear fuel bundle costs for the 2017-2021 period and the actual costs / updated forecasts for the 2022-2026 period.
- c) Please provide an expanded version of Chart 4 (Uranium Spot Prices) that extends the historical period to at least 2017 (or prior if OPG has that information readily available).
- d) Please discuss which aspects of the nuclear fuel costs (i.e., Uranium concentrate, Uranium conversion, and manufactured fuel bundles) are impacted by commodity cost volatility.
- e) With respect to the Uranium Concentrate Pricing Provisions and Fuel Contracts:
 - i. Please expand chart 3 to include the pricing mechanism associated with those term contracts.
 - ii. Please further explain the extent to which fixed pricing contracts are used (including the percentage of total purchases).
 - iii. Please provide further details regarding base-escalated arrangements. As part of the response, discuss whether there is a difference between the “escalator formulas” applied and inflation index escalators.
 - iv. Please explain the need for spot purchases in the context of the known production levels.

1 **Response**

- 2
- 3 a) Comparison of the actual nuclear fuel bundle costs for the 2017-2021 period to the
 4 forecast period 2022-2026 as provided in EB-2020-0290 (before OEB-approved
 5 settlement adjustments) is shown in Chart 1:

6 **Chart 1 – Comparison of Nuclear Fuel Bundle Costs (EB-2020-0290)**

7

8

| Comparison Periods | Amounts in CAD (\$M) |
|---------------------------------------------------------------------------------------|----------------------|
| IR Term (2022-2026) OEB-Approved Cost | 637.9 |
| 2017-2021 Actual Cost | 862.9 |
| Net Variance | (225.0) |
| Attribution Factors of Net Variance: | |
| Uranium Concentrate, Conversion Services, and Nuclear Fuel Bundle Manufacturing Costs | 2.1 |
| Energy Production (together with Fuel Utilization Efficiency) | (227.1) |
| Net Variance | (225.0) |

- 9
- 10 b) Comparison of the actual nuclear fuel bundle costs for the 2017-2021 period to
 11 actual costs / updated forecasts for the 2022-2026 period as provided in Ex. F2-5-
 12 1 is shown in Chart 2:

13 **Chart 2 – Comparison of Nuclear Fuel Bundle Costs (EB-2025-0297)**

14

15

| Comparison Periods | Amounts in CAD (\$M) |
|---------------------------------------------------------------------------------------|----------------------|
| IR Term (2022-2026) Actual/Budget Cost | 818.5 |
| 2017-2021 Actual Cost | 862.9 |
| Net Variance | (44.4) |
| Attribution Factors of Net Variance: | |
| Uranium Concentrate, Conversion Services, and Nuclear Fuel Bundle Manufacturing Costs | 72.6 |
| Energy Production (together with Fuel Utilization Efficiency) | (117) |
| Net Variance | (44.4) |

- 16
- 17 c) An expanded version of Ex. F2-5-1, Chart 4 (Uranium Spot Prices) that extends the
 18 historical period to at least 2017 is provided as Attachment 1.
- 19
- 20 d) Nuclear fuel cost drivers, including uranium concentrates, uranium conversion
 21 services and fuel bundle manufacturing services, are all impacted by commodity
 22 cost volatility. This volatility may reflect the cost of underlying commodities,

1 including uranium concentrates, nuclear-grade zirconium, and inputs associated
2 with production, such as energy and labour.
3

4 e)

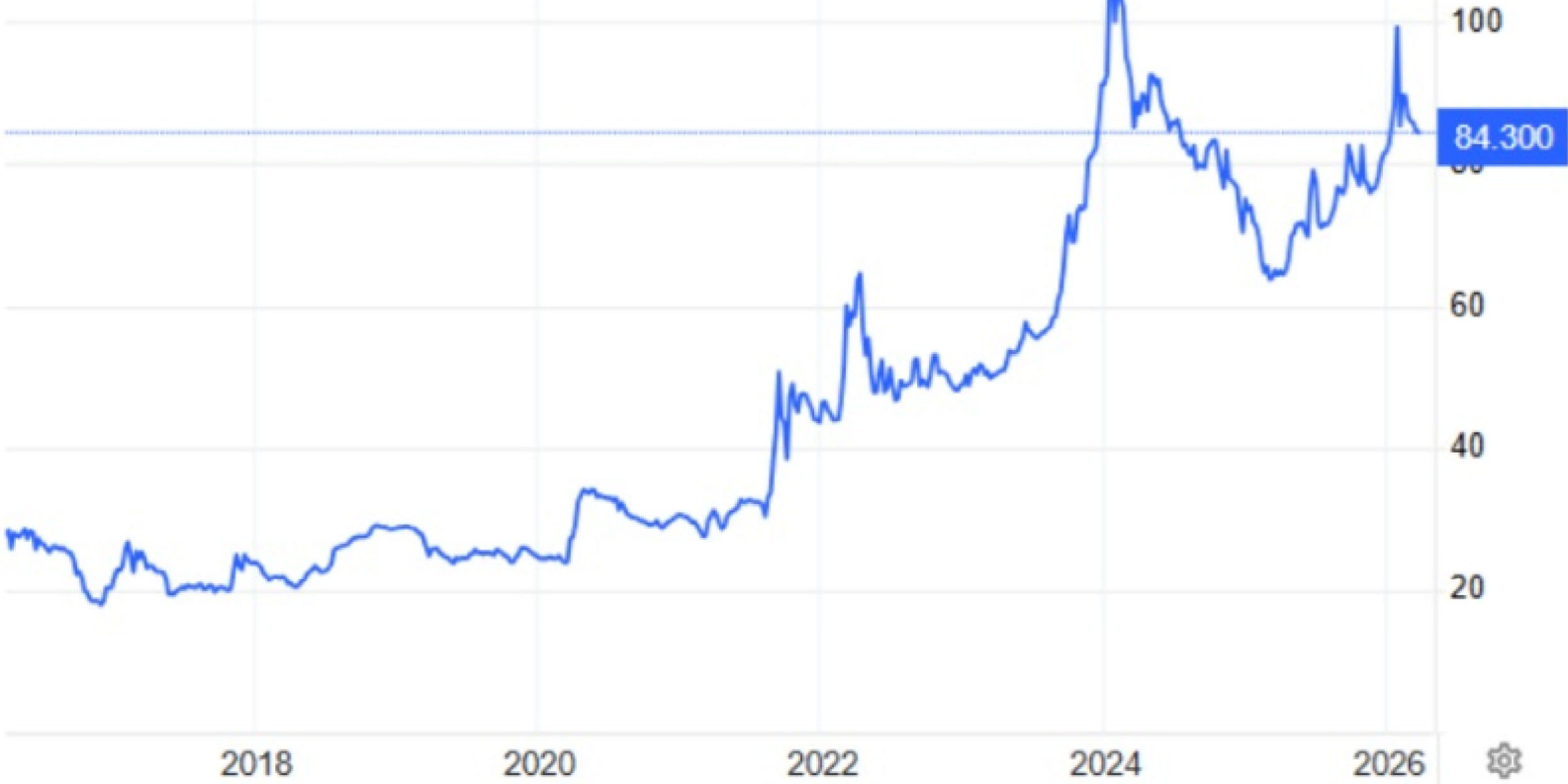
5 i. Refer to Ex. L-F2-SEC-170.
6

7 ii. Refer to Ex. F2-5-1, Section 4.2, p. 9, lines 11-15 and Ex. F2-5-1, Section
8 6.2, p. 16, lines 16-21 for discussion on OPG's financial coverage limits for
9 uranium concentrates.
10

11 iii. Base-escalated pricing typically references a U.S. gross domestic product
12 implicit price deflator ("GDP-IPD") index, which is similar to, but not exactly
13 the same as, a U.S. CPI index. Base-escalated arrangements typically set a
14 starting base price as of a specific calendar quarter, and the starting base
15 price is then escalated by the ratio of the GDP-IPD index value on the
16 delivery date divided by the starting GDP-IPD index value (where the starting
17 GDP-IPD index value is usually defined in the same calendar quarter as the
18 starting base price).
19

20 iv. While OPG has not conducted spot purchasing of uranium concentrate in
21 recent years, it may use spot purchases if near term (i.e., one to two years)
22 demand profiles change such that additional short-term uranium physical
23 coverage is needed to maintain inventory level targets. OPG may also
24 evaluate, during RFP processes, options to purchase uranium concentrate
25 on the spot market with prompt delivery and carry such inventory into the
26 future, as compared to the cost of purchasing under a term contract with
27 future deliveries aligned with consumption years.

Uranium (USD/Lbs) 84.300 -0.100 (-0.12%)



1Y 5Y 10Y 25Y All

CCC Interrogatory #078

Interrogatory

Reference:

Exhibit F2, Tab 6, Schedule 1, p. 1

Preamble:

As detailed in Ex. F2-2-1, Section 3.1, OM&A purchased services represent the costs of specialized external services, primarily for construction and maintenance services supporting work programs. An overview of OPG's procurement processes is presented in Ex. F3-3-1. Total OM&A purchase services expenditures for all contractors for the historical period (2020-2024) was \$247.6M in 2020, \$300.5M in 2021, \$255.5M in 2022, \$287.4M in 2023, and \$275.6M in 2024. The average annual OM&A purchased services for the regulated nuclear facilities for all contractors over the period of 2020-2024 was \$273.3M.

Question(s):

- a) What are the budgeted OM&A purchased services expenditures for 2025, 2026, 2027, 2028, 2029, 2030 and 2031?
- b) What was the average number of separate contracts/providers per year?

Response

- a) Chart 1 below indicates the 2025 actual and 2026 to 2031 budgeted purchased services expenditures.

1

Chart 1 - OPG Nuclear Facilities Purchased Services 2025 to 2031 (\$M)

| OPG Nuclear Facilities Cost Category | 2025 Actual | 2026 Budget | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan | Reference |
|------------------------------------------------|-------------|-------------|-----------|-----------|-----------|-----------|-----------|------------------------------------|
| Base OM&A | 125.2 | 154.5 | 117.5 | 110.3 | 111.2 | 114.4 | 141.5 | Ex. L-A1-CCC-001, Att. 1, Table 41 |
| Project OM&A | 26.9 | N/A | N/A | N/A | N/A | N/A | N/A | Not Available ¹ |
| Outage OM&A | 69.5 | 113.7 | 128.6 | 56.6 | 119.8 | 63.1 | 77.4 | Ex. F2-4-1, Table 2 |
| Pickering Cyclical Maintenance OM&A | 0.0 | 0.0 | 28.8 | 34.7 | 35.7 | 35.1 | 19.1 | Ex. F2-4-1, Table 3 |
| Pickering Refurbishment OM&A | 0.0 | 4.2 | 93.8 | 79.1 | 68.0 | 38.0 | 38.2 | Reflected in Ex. F2-8-1, Table 1 |
| Total OM&A Purchased Services | 221.6 | 272.4 | 368.7 | 280.7 | 334.7 | 250.6 | 276.2 | |

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¹ Projects funded through OM&A expenditures are managed through the Project and Portfolio Management process as explained in Ex. D2-1-1. Consistent with previous IR terms, planned purchased service costs in 2026-2031 for Project OM&A are not available due to projects being in various phase gates.

b) OPG interprets this question as being the average number of distinct providers with spend, per year, between 2020-2024. The average number of separate providers per year was 402.

CCC Interrogatory #079

Interrogatory

Reference:

Exhibit F2, Tab 7, Schedule 1, pp. 1-2

Question(s):

Please provide a more detailed explanation regarding the reason for, including any relevant excerpts from the EB-2020-0290 evidence, regarding the TG Execution Project and Strainer Project write-offs. As part of the response, please advise whether these write-offs are part of the recovery sought in the current proceeding (including as an offset to any credits recorded in the relevant deferral and variance accounts).

Response

The Strainer Project write-off was reflected as a non-capital cost in 2020, as previously described in EB-2020-0290, Ex. F2-7-1, p.1, lines 27-31. As noted in that evidence, the write-off resulted from OPG's decision not to continue the project, which had the primary purpose of excluding foreign material during unit startup to prevent damage to the primary heat transport system. OPG successfully implemented an alternative program to mitigate this risk.

The TG Execution Project write-off occurred at the end of 2020 and resulted from the business decision to change the stator scope from a stator swap to an in-situ rewind. Per EB-2020-0290, Tr. Tech. Conf., May 3, 2021, p. 19, lines 11-22, the benefits of shifting to the in-situ rewind included reducing the complexity and safety issues related to rigging, hoisting and moving the stator as well as potential mechanical fit issues.

The Strainer Project write-off amount was \$6.4M and the TG Execution write-off amount was \$8.8M. These amounts represent non-capital costs prudently incurred as part of completing the four-unit refurbishment and are included in the forecast cost of \$12.7B for completing the DRP provided in the pre-filed evidence, which remains within the approved budget of \$12.8B. The year-end 2024 DRP-related balance in the CRVA includes these non-capital costs, for which recovery is sought in this Application.¹

As noted in Ex. D2-2-1, p. 2, lines 1-13, the EB-2020-0290 OEB-approved settlement proposal provides that the OEB will review the prudence of any DRP amounts sought by OPG in excess of the \$12.8B total.

¹ As presented at Ex. H1-1-1, Table 15, line 2, col. (g), which aligns to Ex. F2-7-1, Table 2, line 1, col. (c).

SEC Interrogatory #160

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Interrogatory

**Reference:
F2-1-1, p. 27-32**

Question(s):

For each of the current fleet-wide improvement initiatives for the nuclear business, please provide for each year between 2025 and 2031, a) the annual costs, and b) any quantified benefit (in cost savings or increased output). Please provide all calculations including any details regarding methodology and assumptions made.

Response

Refer to Ex. L-F2-Staff-178, part (b).

SEC Interrogatory #161

Interrogatory

**Reference:
F2-1-1, Attachment 1**

Question(s):

For each of the fleet-wide initiatives identified in EB-2020-0290 implemented for the nuclear business, please provide for each year between 2021 and 2031, (a) the annual costs, (b) any quantified benefit (in cost savings or increased output). Please provide all calculations including any details regarding methodology and assumptions made.

Response

Refer to Ex. L-F2-Staff-178, part a) for the requested information, where applicable. OPG has not quantified annual costs or benefits for these initiatives during the IR term as the prior initiatives have been superseded by the current fleetwide improvement initiatives, as described at Ex. F2-1-1, pp. 27-32.

SEC Interrogatory #166

Interrogatory

**Reference:
F2-1-1, Attachment 5**

Question(s):

With respect to the Indeavor, *OPG Nuclear Staff Benchmarking* Report:

- a) [p.13] What is the total OPG FTE nuclear headcount (including those excluded from the study), including all the categories of FTEs included in the previous Goodnight Study (regular, term, non-regular, augmented, Oncore, contractor, and other purchased services). Please reconcile your answer with the information provided in F2-1-1, Table 2a.
- b) [EB-2020-0290, F2-1-1, Attachment 6, p.11] Please provide the OPG FTEs and benchmark FTEs, on a similar basis as provided in EB-2020-0290, F2-1-1, Attachment 6, p.11, which shows the categorizing of OPG FTEs by type (regular, term, non-regular, augmented, Oncore, contractor, etc.). Please also include Purchased Services FTEs on a similar basis, even if they are not included in the Total OPG FTEs.

Response

- a) Refer to Ex. L-F2-Staff-181 for the reconciliation of OPG FTEs to Ex. F4-3-1, Attachment 1, p. 1, which is the same FTE amount that is provided in Ex. F2-1-1, Table 2a. The reconciliation does not include Oncore Hourly or External Purchased Services because they are not OPG FTEs and would not be included in Ex. F2-1-1, Table 2a.
- b) Refer to Attachment 1. Security and Security Support staff FTEs have been excluded to remain compliant with OPG security policy. Since Oncore Hourly and External Purchased Services were not part of the Benchmark Study, they also have not been included in Attachment 1. However, refer to Ex. L-F2-Staff-180, which shows this requested breakdown with the same categorizations as EB-2020-0290, Ex. F2-1-1, Attachment 6, p. 11.

OPG FTE & Benchmark FTE by Process Area

| Process Area Summary | Regular | Term/ ETE | Total Employee HC | Non- Regular | Augmented Staff | Oncore Hourly | Other Purchased Services | Total Contractor FTEs | Total OPG FTEs | 2024 Updated Indeavor Benchmark ¹ | Var | % |
|--------------------------|--------------|--------------|-------------------------|-----------------|--------------------|------------------|--------------------------------|-----------------------------|----------------------|-------------------------------------------------------|-------------|------------|
| Administrative Services | 89 | | 89 | 2 | 1 | | | 3 | 92 | 106 | (14) | -13% |
| Configuration Management | 204 | | 204 | 2 | 1 | | | 3 | 207 | 285 | (78) | -27% |
| Equipment Reliability | 373 | 11 | 384 | 2 | 4 | | | 6 | 390 | 543 | (153) | -28% |
| Loss Prevention | 165 | | 165 | 3 | | | | 3 | 168 | 108 | 60 | 56% |
| Operate The Plant | 744 | 90 | 834 | 5 | 1 | | | 6 | 840 | 988 | (148) | -15% |
| Personnel Services | 584 | 27 | 611 | 19 | 24 | | | 43 | 654 | 641 | 13 | 2% |
| Plant Maintenance | 1,011 | 135 | 1,146 | 135 | 2 | | | 137 | 1,283 | 1,058 | 225 | 21% |
| Radiation Protection | 119 | 20 | 139 | 11 | | | | 11 | 150 | 209 | (59) | -28% |
| Supply Chain | 173 | 3 | 176 | 6 | 1 | | | 7 | 183 | 180 | 3 | 2% |
| Work Management | 342 | 15 | 357 | 6 | 10 | | | 16 | 373 | 323 | 50 | 15% |
| Below the Line | 116 | 2 | 118 | | | | | | 118 | 61 | 57 | 93% |
| Benchmarked Total | 3,920 | 303 | 4,223 | 191 | 44 | | | 235 | 4,458 | 4,502 | (44) | -1% |

¹ Refer to Ex. L-F2-SEC-164

SEC Interrogatory #169

Interrogatory

**Reference:
F2-5-1, p. 9**

Preamble:

The evidence states that: “OPG’s financial coverage limits are determined using a quantitative risk management model that applies efficient frontier analysis to optimize the balance between cost risk and opportunity risk associated with uranium pricing.”

Question(s):

Please provide details of the quantitative risk management model details and outputs underlying the statement that it balances between cost and opportunity risk, including but not limited to the definition of “cost risk” and “opportunity risk”, and what is meant by “optimize the balance”.

Response

Uranium pricing can fluctuate according to market supply and demand. OPG’s purchases of forward fixed price uranium contracts provides certainty in uranium fuel costs.

The decision to buy forward fixed price uranium contracts is based on the trade-off of cost risk versus opportunity risk:

- Cost risk exists if a company does not contract at a fixed price for the future and higher future uranium prices materialize.
- Opportunity risk is the opposite; at inception, a company locks into a fixed future price and spot prices materialize at a lower level at that future date.

The referenced quantitative statistical model is used to predict the future movement of uranium prices. Coupled with the OPG uranium fuel usage forecast, and a variety of scenarios regarding the proportion of fixed-price contracts versus floating-price contracts that OPG could procure, the model informs a variety of fuel cost risk outcomes with the volume of fuel required.

The quantitative statistical model’s variables include OPG uranium fuel usage forecasts and UxC uranium price outlook and volatilities. The Monte-Carlo method is used to generate possible future uranium price paths, since future uranium price paths

1 may differ from the UxC uranium price outlook. The result for each scenario is
2 calculated as a net gain or loss, depending on price movements. This is measured as
3 the price difference between the UxC uranium price outlook and the simulated path.
4

5 After many simulations conducted through the Monte-Carlo method, a distribution of
6 possible price differences is created.

- 7 • Cost risk is based on the 95th percentile of the distribution, where simulated
8 uranium prices are higher than the UxC price outlook. This is a “high-cost, but still
9 plausible” outcome (or alternatively, that costs could be higher only 5% of the time);
10 and
- 11 • Opportunity risk is based on the 5th percentile of the distribution, where simulated
12 uranium prices are lower than the UxC price outlook. This focuses on the downside
13 of the “opportunity” side (or alternatively, where results could be lower only 5% of
14 the time).

15
16 Cost and opportunity risks are then weighted per each scenario of contract mixes,
17 resulting in a total expected fuel cost risk value. The combination of fixed and floating
18 contracts resulting in the lowest total expected fuel cost risk is defined as the optimal
19 balance.

SEC Interrogatory #170

Interrogatory

**Reference:
F2-5-1, p. 11**

Question(s):

Please expand Chart 3 to provide the price/pricing methodology for each contract.

Response

Ex. F2-5-1, Chart 3 has been expanded, as requested, in Chart 1 below.

Chart 1 – Expanded Pricing Methodology by Contract per Pre-filed Evidence

| Contract | Contract Award | Date of First Delivery | Delivery Period | Total Quantity (000 kgU) | Pricing (MR = Market related; BE = Base escalated) |
|----------|----------------|------------------------|-----------------|--------------------------|----------------------------------------------------|
| A | 2019 2nd Q | 2020 | 8 years | 1,019 | MR / Fixed |
| B | 2020 3rd Q | 2021 | 6 years | 846 | MR / Fixed |
| C | 2024 1st Q | 2027 | 6 years | 671 | MR / BE |
| D | 2023 1st Q | 2023 | 7 years | 490 | MR / Fixed |
| E | 2024 1st Q | 2024 | 3 years | 298 | MR / Fixed |
| F | 2023 1st Q | 2024 | 6 years | 202 | MR / Fixed |
| G | 2024 1st Q | 2028 | 1 year | 73 | MR |
| H | 2024 2nd Q | 2029 | 4 years | 138 | MR / BE |
| I | 2024 1st Q | 2026 | 2 years | 119 | MR / Fixed |
| J | 2024 2nd Q | 2026 | 4 years | 257 | MR / BE |
| K | 2025 1st Q | 2026 | 2 years | 136 | MR |
| L | 2025 4th Q | 2030 | 11 years | 2,923 | MR / BE |

In the course of responding to this interrogatory, OPG identified an error in Ex. F2-5-1, Chart 3, and is showing a correction in Contract G's time of contract award from 2024 2nd Q to 2024 1st Q, as well as adding Contract M shown in Chart 2 below, which was inadvertently excluded in pre-filed evidence.

Chart 2 – Additional Contract

1
2

| Contract | Contract Award | Date of First Delivery | Delivery Period | Total Quantity (000 kgU) | Pricing (MR = Market related; BE = Base escalated) |
|----------|----------------|------------------------|-----------------|--------------------------|----------------------------------------------------|
| M | 2021 3rd Q | 2023 | 6 years | 538 | MR / Fixed |

3

SEC Interrogatory #171

Interrogatory

**Reference:
F2-5-1, p. 12-13**

Question(s):

With respect to the uncontracted uranium requirements:

- a) Please provide a copy of the forecast UxC High-Price Midpoint and the Mid-Price Midpoint curve.
- b) If OPG had used the UxC Mid-Price Midpoint, what would be the change in forecast fuel costs each year between 2027 and 2031? Please provide all calculations.

Response

- a) Refer to Chart 1 below for the requested UxC forecast data for years 2027-2031.

Chart 1 – UxC Uranium Market Forecasts (US\$/lb)

| UxC Uranium Forecast Curve | 2027 | 2028 | 2029 | 2030 | 2031 |
|-----------------------------------|-------------|-------------|-------------|-------------|-------------|
| High-Price Midpoint | | | | | |
| Mid-Price Midpoint | | | | | |

- b) As discussed at Ex. F2-5-1, p. 11, line 9 to p. 13, line 2, given the observed increase in uranium price volatility and elevated risk of continued increases during the IR term, OPG used the UxC High-Price Midpoint curve to forecast nuclear fuel costs for the 2027-2031 period. Chart 2 below compares the resulting nuclear fuel costs to such hypothetical forecast costs had OPG used the UxC Mid-Price Midpoint curve.

**Chart 2 – Comparison of OPG’s Nuclear Fuel Costs for Uranium Market
Price Forecasts**

| Nuclear Fuel Costs (\$M) | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|------------------------------------------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Using UxC High-Price Midpoint Curve (A) (Ex. F2-5-1, Table 1a, line 3) | 121.2 | 181.6 | 183.9 | 209.3 | 250.2 |
| Using UxC Mid-Price Midpoint Curve (B) | 119.8 | 178.0 | 177.9 | 199.5 | 236.6 |
| Change (B)-(A) | (1.4) | (3.6) | (6.0) | (9.8) | (13.6) |

1
2
3

4

Board Staff Interrogatory #178

Interrogatory

Reference:

Ref 1: Exhibit F2 / Tab 1 / Schedule 1 / Attachment 1 / pp. 1-6

Ref 2: Exhibit F2 / Tab 1 / Schedule 1 / pp. 27-32 (Section 3.4.2)

Preamble:

At Reference 1, OPG describes the results of three prior gap closure initiatives (Right Work, Right Time, Right Value; Leaders Driving Business Results; People Powering the Future) using qualitative descriptions and operational metrics such as backlog reductions and work protection index trends, but does not quantify the OM&A cost savings or cost avoidances attributable to these initiatives.

At Reference 2, OPG describes five current fleetwide improvement initiatives for the 2025-2031 Business Plan in similar qualitative terms, with anticipated results described as expected improvements in operational metrics rather than dollar-value cost impacts.

Question(s):

- a) For each of the three prior gap closure initiatives described in Attachment 1, please quantify the annual OM&A savings or cost avoidances (in \$ millions) achieved in each year from 2022 to 2025. If OPG has not tracked the financial impact of these initiatives separately, please explain why not and how OPG assesses whether its gap-based business planning process is delivering measurable cost benefits for ratepayers.
- b) For each of the five current fleetwide improvement initiatives described in Section 3.4.2, please provide: (a) the estimated annual cost to implement each initiative over the IR term, and (b) the projected annual OM&A savings or cost avoidances expected from each initiative, expressed in dollar terms.

Response

- a) A full description of the three prior gap closure initiatives identified in EB-2020-0290, Ex. F2-1-1, Section 3.4 and the corresponding benefits realized are provided in Ex. F2-1-1, Attachment 1. These initiatives did not require incremental funding and have been delivered using existing departmental resources and budgets. The following is a summary of the cost savings or cost avoidances for each initiative

1 where it is available, or an explanation for why OPG has not quantified such cost
2 savings or cost avoidances.
3

4 Right Work, Right Time, Right Value

5 Performance improvements realized from this initiative over the previous IR term
6 include zero corrective critical backlogs for both Pickering and Darlington stations,
7 zero corrective non-critical and deficient critical backlogs at Darlington and less
8 than one work order per unit at Pickering, deficient non-critical backlogs showing
9 significant decline at both stations since 2020, and the maintenance and work
10 management index at industry best 100% for both stations. While such various
11 performance improvements have been realized, OPG is unable to attribute discrete
12 cost savings or cost avoidances to this initiative, as overall performance reflects the
13 interacting effects of multiple initiatives and other operational factors. The primary
14 benefits are improving the prioritization of maintenance activities, increasing agility
15 in executing work, and optimizing existing resources to strengthen plant reliability,
16 rather than target resource reduction.
17

18 Leaders Driving Business Results

19 Performance improvements realized from this initiative over the previous IR term
20 include enhanced reporting capability to support managerial oversight, improved
21 work protection metrics, and the implementation of industry defined excellence
22 standards. While such performance improvements have been realized, as with the
23 Right Work Right Time Right Value initiative, OPG is unable to attribute discrete
24 cost savings or cost avoidances to this initiative, as overall performance reflects the
25 interacting effects of multiple initiatives and other operational factors. The main
26 benefits focus on providing managers with information, tools and training to make
27 sound risk-based decisions that help improve the performance of their teams,
28 rather than target resource reduction.
29

30 People Powering the Future

31 Performance improvements realized from this initiative over the previous IR term
32 include those related to leadership development, employee engagement, and
33 workforce proficiency. The People Powering the Future initiative focused on
34 ensuring work programs were resourced appropriately while minimizing the
35 organizational and financial impacts associated with the then planned cessation of
36 Pickering commercial operations. Towards this end, several strategies were utilized
37 including the use of PWU-represented Term employees, which cost savings are
38 discussed in Ex. L-F4-SEC-194.
39

- 40 b) A full description of the five nuclear fleetwide initiatives is available at Ex. F2-1-1,
41 Section 3.4.2. These initiatives are intended to strengthen operational performance
42 and cost effectiveness of the nuclear fleet, helping drive improvements needed to

1 meet the 2025-2031 Business Plan commitments, as described further below for
2 each initiative.

3
4 OPG is unable to attribute discrete cost savings or cost avoidances to individual
5 initiatives, as overall performance reflects the interacting effects of multiple
6 initiatives and other operational factors.

7
8 These initiatives do not require incremental funding and will be delivered using
9 existing departmental resources and budgets.

10
11 Improving Safety as a Core Value

12 This initiative focuses on maintaining a fail-safe mindset, advancing workforce
13 proficiency, and elimination of at-risk behaviours. Key improvements for this
14 initiative include identifying and strengthening defenses so that when an event does
15 occur, the defenses in place ensure the event occurs safely. This involves a shift in
16 focus on measuring defenses, not events, to build capacity with strong defenses.
17 Anticipated results from this initiative include sustaining performance in work
18 protection, minimizing or eliminating human performance consequential events
19 (i.e., event free day resets), and achieving industry best performance associated
20 with conventional safety (i.e., serious injury incident rates).

21
22 Building Talent for Today & Tomorrow

23 This initiative focuses on building and proactively maintaining a talent and
24 leadership pipeline for the future through effective staff planning, succession
25 planning, knowledge management, and transition planning. Key improvements for
26 this initiative include enhancing team proficiency through leadership field presence,
27 resourcing work programs appropriately while minimizing the organizational and
28 operational impacts associated with transition to the Pickering Refurbishment
29 Program (“PRP”) and both Pickering and Darlington post-refurbishment operations,
30 and cultivating a high-performance culture that strives for excellence through
31 industry learnings and benchmarking. Anticipated results from this initiative include
32 enhanced employee engagement and strong succession planning.

33
34 Leading Reliability of Plant Equipment

35 This initiative focuses on the prevention and detection of vulnerabilities so actions
36 can be taken to eliminate or mitigate equipment reliability events. Key
37 improvements for this initiative include preventative maintenance (“PM”) reductions
38 through sensor installations, maintenance strategies and plant reliability processes,
39 and optimizing PM processes by implementing technology and data-driven
40 solutions and innovative equipment reliability tools. Anticipated results from this
41 initiative include improving and sustaining forced loss rates, reducing equipment
42 reliability consequential events, improving fuel handling equipment reliability index,
43 and achieving various PM metrics.

1 Strengthening How Work is Planned and Executed

2 This initiative focuses on excellence in maintenance, outage and project planning.
3 Key improvements for this initiative include leveraging lessons learned, integrating
4 technology to maximize effective maintenance tool time and PM strategies through
5 use of high-performance diagnostic tools, and resource balancing across project
6 and maintenance functions to enable efficient online, outage and project planning
7 and execution. Anticipated results from this initiative include improving or meeting
8 online maintenance backlogs, work management index, and planned outage
9 duration targets.

10
11 Advancing Continuous Improvements to Support Growth

12 This initiative focuses on excellence in operations supporting future opportunities.
13 Key improvements for this initiative include strengthening Indigenous relations and
14 business partnership to develop new growth opportunities, having a “Fit for
15 Purpose” innovative mindset to drive efficiencies and plant reliability perspectives
16 into our processes and culture, leadership and talent development, and
17 strengthening external relationships with local communities and industry
18 organizations in developing plans that support Pickering Units 1 and 4 safe store,
19 the PRP and the Darlington New Nuclear Program. Anticipated results from this
20 initiative are improving performance and enhanced transition planning and
21 succession planning.

Board Staff Interrogatory #209

Interrogatory

Reference:

Ref 1: Exhibit F2 / Tab 4 / Schedule 1 / p. 6

Preamble:

At Reference 1, OPG states that the completion of specific outages requires both base resources and incremental resources. Labour resources are captured in Base OM&A.

The incremental resource types associated with resources utilized during outages include:

- Non-Regular Labour: additional non-regular staff directly supervised by OPG staff (typically trade workers such as electricians).
- Overtime: regular and non-regular staff working on overtime in support of outage execution.
- Augmented Staff: contractors directly supervised by OPG staff (typically engineers and assessors)

Question(s):

- a) Does OPG pay Augmented Staff (contractors) overtime? In general, what is the labour cost differential between utilizing OPG staff to work overtime during outages vs. using contractors?

Response

- a) OPG does not pay overtime to Augmented Staff because they are employed by another company and OPG pays the vendor a single contract rate. Generally, Augmented Staff are brought in for specialized expertise on a fixed-term basis and/or to help manage peak workload periods (discussed in Ex. F2-4-1, p.7, lines 13-23). When overtime is assigned during outages, it is assigned to meet the needs of the outage scope and schedule. The nature or scope of the work determines the labour jurisdiction and how the work is to be assigned. Augmented Staff and internal labour resources cannot readily be substituted for one another as this will also depend on skill specialization.

When comparing wage rates in general, the cost differential for work assigned to the PWU labour jurisdiction is approximately [REDACTED] for regular time and approximately [REDACTED] if there is a need for overtime work, compared to

1 Augmented Staff. The cost differential for Society labour jurisdiction work compared
2 to Augmented Staff is approximately [REDACTED] for regular time and approximately
3 [REDACTED] if there is a need for overtime work.

Board Staff Interrogatory #211

Interrogatory

Reference:

Ref 1: Exhibit F2 / Tab 5 / Schedule 2 / Table 1a and 1b

Ref 2: Exhibit F2 / Tab 5 / Schedule 1 / p. 1

Preamble:

At Reference 1, the Comparison of OPG Nuclear Facilities Fuel Costs (\$M) tables provide the OEB approved, Actual and Budget fuel costs in 2022-2026.

At Reference 2, OPG states that its average price of manufactured nuclear fuel bundles loaded into a CANDU reactor has increased since EB-2020-0290 and this trend is expected to continue over the IR term.

OEB staff created the following table showing the trends in fuel costs:

Table 1 – Fuel Costs (\$ millions)

| | 2022 | 2023 | 2024 | 2025 | 2026 |
|-----------------------------------------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|
| OPG Nuclear Facilities Fuel Costs - Ref 1 table Line No. 8 and 15/16, Actual / Budget columns | 222.5 | 218.4 | 211.8 | 255.1 | 239.2 |
| OPG Nuclear Facilities Fuel Costs - Ref 1 table Line No. 8 and 15/16, OEB-Approved columns | 177.3 | 181.3 | 209.5 | 189.9 | 148.0 |
| Fuel costs variance to OEB-Approved | 45.3 | 37.1 | 2.3 | 65.2 | 91.2 |

Question(s):

- a) Please confirm that the values in Table 1 are correct. If not confirmed, please provide the corrected values.
- b) Please clarify if the price of manufactured nuclear fuel bundles is hedged for the near term or not.

- 1 c) As shown in Table 1, the 2025 and 2026 budgeted fuel costs are higher than the
2 OEB-Approved amounts. Please explain the degree to which the difference is due
3 to fuel price increases, higher energy production, or other factors.
4
5 d) Please provide the 2025 actual fuel costs, if available.
6

7
8 **Response**
9

- 10 a) Confirmed.
11
12 b) OPG assumes “near term” to mean the period up to the end of 2028.
13

14 OPG has already taken delivery of all planned uranium concentrates deliveries for
15 the 2026 calendar year. OPG is fully contracted for 2027 uranium requirements and
16 is 83% contracted for 2028 uranium requirements.
17

18 The prices that will be paid for uranium deliveries in 2027 and 2028 are subject to
19 USD foreign exchange rates, and partial volumes are subject to uranium spot
20 market price volatility while other partial volumes are subject to the rate of increase
21 of an inflation-related index (refer to Ex. L-F2-CCC-077, part e)).
22

23 OPG has a contract in place for uranium dioxide conversion and CANDU fuel
24 fabrication services that cover the 2026, 2027 and 2028 delivery years and hedge
25 the costs of these services in those years, subject to a price adjustment mechanism
26 that accounts for inflation and the rate of change of input costs.
27

28 Refer to Ex. F2-5-1, Sections 4.2, 4.3, and 4.4 for further discussion of OPG’s
29 CANDU nuclear fuel supply chain procurements.
30

- 31 c) As shown at Ex. F2-5-2, Table 1b, the 2025 and 2026 budgeted fuel costs are
32 higher than the OEB-Approved amounts, predominantly due to higher nuclear fuel
33 bundle consumption costs. Further explanations of these variances can be found
34 at Ex. F2-5-2, p. 3, lines 16-22 and lines 3-8, respectively.
35

36 Additionally, there is an increase in used fuel storage and disposal variable
37 expenses in the 2025 budget to reflect the Darlington Unit 4 new fuel load, relative
38 to such new fuel assumed to be loaded in 2026 in the OEB approved amounts, due
39 to Unit 4’s earlier than expected in-service date; as well as higher production at
40 Darlington in the 2025 budget as discussed in Ex. E1-2-1, Section 2.3. For the 2026
41 budget, the decrease in used fuel variable expenses due to the Darlington Unit 4
42 new fuel load being advanced to 2025 is largely offset by the higher expenses
43 associated with the production from Pickering Units 5-8, which were assumed to

1 permanently cease operation at the end of 2025 in the OEB-Approved amounts.
2 The higher discount rate of 3.93% used to calculate the used fuel variable
3 expenses, associated with the asset retirement obligation adjustment recorded as
4 at December 31, 2023, compared to 2.94% for the OEB-Approved amounts,
5 partially offsets the increase in 2025 and contributes to the decrease in 2026. The
6 year-end 2023 asset retirement obligation adjustment is discussed in Ex. C2-1-1,
7 Section 5.2.

8
9 d) Refer to Ex. L-A1-CCC-001, Attachment 1, Table 44.

Board Staff Interrogatory #213

Interrogatory

Reference:

Ref 1: Exhibit F2 / Tab 5 / Schedule 1 / pp. 12-13

Preamble:

At Reference 1, OPG states that given the observed increase in uranium price volatility and the elevated risk of continued cost increases during this IR term, OPG has relied on UxC's High-Price Midpoint curve instead of the Mid-Price Midpoint curve used in EB-2020-0290.

Question(s):

- a) Please provide the forecasted fuel costs in 2027-2031 using UxC's High-Price Midpoint curve and using the Mid-Price Midpoint curve.

Response

- a) Refer to Ex. L-F2-SEC-171.

Board Staff Interrogatory #215

Interrogatory

Reference:

Ref 1: Exhibit F2 / Tab 6 / Schedule 1 / p. 1

Preamble:

At Reference 1, the Applicants state that they present “the purchases of OM&A expense services for OPG’s nuclear operations (excluding Darlington Refurbishment, Pickering Refurbishment, Pickering Feasibility and Darlington New Nuclear Program) that meet the threshold of \$20 million in total OM&A expense, consistent with the OEB filing requirements”.

Question(s):

- a) Please clarify where in the Applicants’ evidence equivalent information on OM&A purchased services for Darlington Refurbishment, Pickering Refurbishment, Pickering Feasibility and Darlington New Nuclear Program can be found. If not provided, please provide the information.

Response

- a) The OM&A purchased services for the Darlington Refurbishment Program that meet the criteria threshold of \$20 million in total OM&A expense as set out in Ex. F2-6-1 are set out below. OPG will file an associated correction to Ex. F2-6-1.

| Vendor Name | Description/Nature of Activities | Request for Proposal (RFP) Process | | Justification, if not Competitive |
|-------------------------|---------------------------------------------------------------------------------------------|------------------------------------|---------------|-----------------------------------|
| | | Competitive | Single Source | |
| SLN-AECON JOINT VENTURE | Provider of general construction and Engineering-Procurement-Construction (“EPC”) services. | x | | N/A |

There were no corresponding Darlington New Nuclear Program, Pickering Refurbishment, or Pickering Feasibility costs over the 2020-2024 period.

Pinto Interrogatory #001

Interrogatory

Reference:

**Internal Controls and Maintenance Information
Corporate Real Estate (CRE) Asset and Work Management Systems**

Preamble:

Context: Order of Magnitude

OPG's Corporate Real Estate (CRE) function manages a large complex portfolio of properties and facilities, including assets located on or directly supporting nuclear generating sites. Based on OPG's formal reporting, this portfolio comprises hundreds of buildings and supporting structures distributed across thousands of hectares and entails >\$100 million annually in combined capital and operating expenditures. In recognized facilities management practice, corporate real estate and facilities costs are commonly among the largest categories of enterprise expenditure, often second to labour. While the relative proportion may differ in a regulated utility environment, the scale of CRE investment and its role in supporting safe, reliable, and continuous operations make the effectiveness of CRE maintenance systems, internal controls, and oversight a matter of material importance.

Purpose and Scope

This interrogatory is narrowly tailored to establish the existence, content, and reliability of system-level information used by Ontario Power Generation Inc. ("OPG") to manage, monitor, and report on Corporate Real Estate ("CRE") maintenance activities, including maintenance backlog and exceptions, during the period January 1, 2020 to December 31, 2025.

The information required is required to assess OPG's evidence under the approved Issues List, including Issues 11-16 (Operations, Maintenance and Asset Management) and Issue 37 (Internal Controls and Oversight).

This interrogatory is structured to establish the factual maintenance and backlog information generated by OPG's internal systems and to confirm whether those systems were subject to appropriate post-implementation validation, effectiveness review, and ongoing control.

The Intervenor is prepared to execute the OEB Declaration and Undertaking with respect to any confidential information.

1
2 **Definitions**
3

4 **“CRE System”** means Archibus, Passport/AssetSuite, and/or any successor, parallel,
5 or integrated system used to manage CRE maintenance, work orders, asset condition,
6 backlog, or exception reporting.
7

8 **“Maintenance Backlog”** means deferred, overdue, or uncompleted corrective,
9 preventive, or regulatory maintenance work orders.
10

11 **“Exception”** means any system-generated or management-defined indicator
12 identifying overdue work, non-compliance, or elevated risk.
13

14 **“Safety-critical assets”** means CRE assets whose failure could reasonably result in
15 safety, regulatory, environmental, or significant operational risk.
16

17 **Nuclear-critical assets”** means CRE assets, including storage facilities, warehouses,
18 or support infrastructure, whose failure or loss could reasonably impair the availability
19 of materials, equipment, or services essential to continued nuclear operations.
20

21 Question(s):
22

23 **A. System Outputs and Maintenance Backlog**

24 For the period 2020-2025, produce standard or routinely available CRE System reports
25 or exports showing:

- 26 • Total maintenance backlog by year;
- 27 • Backlog by asset category and by facility;
- 28 • Identification of safety-critical and nuclear-critical assets within the backlog;
- 29 • Aging of backlog items.
30

31 If backlog data were not consistently captured or reported for any portion of this period,
32 state:

- 33 • The years of facilities affected; and
- 34 • What alternative tracking methods, if any, were used.
35

36 **B. Exception and Risk Visibility**

37 Produce all exception reports, dashboards, or summaries generated by or derived from
38 the CRE System during the same period that identified:

- 39 • Overdue or deferred maintenance; and
- 40 • Safety-critical, nuclear-critical, or regulatory-related exceptions.
- 41 • Identify whether such exception information was:
42 • Automatically generated by the system; or
43 • Manually compiled, supplemented, or overridden.

1
2 **C. System Configuration, Data Integrity, and Effectiveness Review**

3 Produce documentation sufficient to show:

- 4 • The approved CRE system configuration used to support maintenance,
5 backlog, and exception reporting; and
6 • Any material configuration changes between 2020 and 2025 that affected
7 backlog tracking, exception identification, or reporting.
8 • Identify the role(s) or function(s) responsible for:
9 • CRE System data integrity; and
10 • Accuracy and completeness of CRE maintenance reporting.

11
12 With respect to the CRE system as a capital project:

- 13 • Produce any Post-Implementation Review (PIR), benefits-realization review, or
14 equivalent assessment prepared to evaluation system effectiveness following
15 implementation; or
16 • If no such review was completed, state this explicitly.
17 • If a PIR or equivalent review was completed, produce records identifying:

18
19 Any material findings, recommendations, or identified gaps; and Corrective actions or
20 follow-up measures taken in response.

21
22 **Privilege and Non-Existence**

23 If any responsive record is withheld on the basis of privilege, produce a privilege log
24 identifying the document, date, author, recipient, and basis of the claim, together with
25 a non-confidential description of its subject matter.

26
27 If any requested information does not exist, state this explicitly.
28
29

30 **Response**

31
32 a) to c)

33
34 This interrogatory seeks extensive details and documentation pertaining to facilities
35 maintenance covering a six-year period. OPG declines to provide the requested
36 information as the request is overly broad, lacks clarity and is unreasonably onerous
37 to respond to. The information sought is not material, lacks relevance, and/or offers
38 minimal, if any, probative value in deciding the OEB-approved issues in this
39 proceeding.
40

41 In an effort to be helpful, below OPG has provided additional information on topics that
42 are the subject of this interrogatory.

1 OPG’s Real Estate & Facilities (“RE”) department manages properties in the Greater
 2 Toronto Area, including support buildings and infrastructure outside of the nuclear
 3 protected area and select support facilities inside the protected area (such as
 4 administration buildings and vehicle maintenance garages) at the Pickering and
 5 Darlington nuclear stations. RE monitors and manages maintenance activities using
 6 preventative and corrective maintenance systems and field oversight activities.
 7 Information is extracted from the systems daily to prioritize and action work activities.

8
 9 The RE department does not use the definition of “nuclear critical” or similar
 10 categorization in the RE scope of responsibility or system database and therefore
 11 cannot provide data by this category.

12
 13 Safety-related maintenance requisitions and work orders include electrical safety
 14 hazards, tripping hazards, spills, and leaks. Where there is a risk to life, health, or plant
 15 operations resulting from these issues, the area(s) is placed in a safe state (ex. restrict
 16 access, de-energize, procedural changes/controls) until corrective actions can be
 17 completed.

18
 19 OPG interprets the term “maintenance backlog” to mean all open RE maintenance
 20 requisitions, ranging from office moves, meeting room set ups, custodial, plumbing,
 21 electrical, heating, ventilation and cooling, roof leaks and window replacements,
 22 among other things. Consistent with this interpretation, Chart 1 below shows the total
 23 of all open and closed corrective maintenance requisitions in respect of (and as of the
 24 end of) the time period being requested. The number of days to close maintenance
 25 requisitions and work orders depends on factors such as materials availability,
 26 resource availability, training lead times and coordination with third parties including
 27 landlords, regulators or OPG work teams. In addition, there were 26,619 preventative
 28 maintenance work orders at the Pickering and Darlington sites, of which approximately
 29 87% were closed in this same period.

30
 31 **Chart 1 - Corrective Maintenance Requisitions by Facility**
 32 **as of December 31, 2025 (2020-2025)**
 33

| Location | Closed | Closed Safety | Open | Open Safety | % Closed |
|--------------------------|--------|---------------|------|-------------|----------|
| 1 HOLT* | 24,565 | 639 | 469 | 24 | 98.1 |
| 1675 MONTGOMERY** | 18,696 | 426 | 119 | 3 | 99.4 |
| 800 KIPLING | 6,073 | 542 | 7 | 0 | 99.9 |
| 700 UNIVERSITY | 3,954 | 75 | 4 | 1 | 99.9 |
| 889 BROCK | 3,855 | 280 | 53 | 2 | 98.6 |
| 1855 ENERGY | 3,191 | 101 | 20 | 1 | 99.4 |
| 675 SANDY BEACH | 3,024 | 199 | 21 | 2 | 99.3 |
| 777 BROCK | 1,420 | 89 | 49 | 4 | 96.7 |
| 1549 VICTORIA | 1,240 | 124 | 18 | 2 | 98.6 |

| | | | | | |
|-------------------------|---------------|--------------|------------|-----------|-------------|
| 230 WESTNEY | 1,056 | 79 | 0 | 0 | 100.0 |
| 177 TIE | 846 | 26 | 4 | 1 | 99.5 |
| 2255 FORBES | 697 | 57 | 8 | 0 | 98.9 |
| 2655 LAKESHORE | 600 | 22 | 9 | 1 | 98.5 |
| 1600 STELLAR | 423 | 36 | 0 | 0 | 100 |
| 1910 CLEMENTS | 306 | 24 | 3 | 0 | 99.0 |
| 78 RICHMOND | 222 | 41 | 2 | 0 | 99.1 |
| 1340 PICKERING P | 177 | 23 | 0 | 0 | 100 |
| 1600 CHAMPLAIN | 63 | 5 | 0 | 0 | 100 |
| 890 BROCK | 43 | 21 | 0 | 0 | 100 |
| 1908 COLONEL | 30 | 0 | 0 | 0 | 100 |
| 1915 CLEMENTS | 23 | 1 | 2 | 1 | 92.0 |
| Grand Total | 70,504 | 2,810 | 788 | 42 | 98.9 |

*1 Holt includes all buildings and infrastructure maintained by RE on the Darlington site.

**1675 Montgomery includes all buildings and infrastructure maintained by RE on the Pickering nuclear site.

Corrective and preventative maintenance reporting is managed through several systems and tools. No material changes occurred between 2020 and 2025 that would have affected the tracking, identification, or reporting of corrective or preventative maintenance for RE. System data integrity, accuracy, and completeness are monitored by RE.

Pinto Interrogatory #002

Interrogatory

Reference:

**Oversight, Risk Management, Accountability and Strategic Practices
CRE Maintenance Backlog, Condition Assessments, Risk Treatment, Corrective
Actions, and Strategic Planning**

Preamble:

Purpose and Scope

This interrogatory builds on IR-1 and seeks information necessary to assess how CRE maintenance information, backlog, and exceptions were evaluated, escalated, and acted upon; the adequacy of OPG's risk management, governance, and internal controls; and the degree to which OPG implemented recognized facilities and maintenance best practices and its own stated Facilities & Projects (F&P) strategic objectives during the period January 1, 2022 to December 31, 2025.

This interrogatory relates to Issues 11-16, 23-26, 37, and 38-40 of the approved Issues List.

Unless otherwise indicated, terms have the same meaning as in IR-1.

Question(s):

A. Condition Assessments and Investigations

For safety-critical or nuclear-critical CRE assets with deferred or overdue maintenance during 2022-2025, produce:

- Routine condition assessments, inspection reports, or investigative findings; and
- Records of recommended or completed follow-up actions.
- Produce any annual Building Condition Assessment reports, trend analyses, or comparable facility condition studies prepared by or for the Facilities & Projects organization during 2022-2025.
- Identify instances where no formal condition assessment (including annual condition assessments) was conducted despite known backlog, deferrals, or exceptions.

1 **B. Risk Assessment and Acceptance**

2 Produce any risk registers, risk summaries, or impact analyses in effect during 2022-
3 2025 that incorporated CRE maintenance backlog, deferred work, or CRE-related
4 exceptions.

5
6 For material CRE maintenance deferrals, produce records showing:

- 7 • The assessed risk (qualitative or quantitative); and
- 8 • Whether the risk was mitigated, deferred, or accepted.
- 9 • Where risks were formally or informally accepted, identify:
- 10 • The approving authority; and
- 11 • The duration or period of acceptance.

12
13 **C. Oversight and Decision-Making**

14 Produce records evidencing management-level or executive-level of CRE
15 maintenance backlog or risk during 2022-2025, including:

- 16 • Briefing materials;
- 17 • Decision notes; and
- 18 • Direction provided to management.
- 19 • Identify instances where CRE maintenance deferrals were linked to:
- 20 • Capital planning assumptions; or
- 21 • Anticipated facility replacement, refurbishment, or redevelopment.

22
23 **D. Corrective Actions and Organizational Controls**

24 Produce records of corrective actions taken during 2022-2025 in response to:

- 25 • Identified deficiencies in CRE maintenance systems, tools, or processes; and
- 26 • Repeated maintenance exceptions or sustained backlog growth.
- 27 • Produce any internal audits, reviews, or assessments conducted during 2022-
28 2025 that evaluated:
- 29 • Effectiveness of CRE maintenance delivery; and
- 30 • Adequacy of systems, internal controls, or governance arrangements.

31
32 **E. Specific Work Orders and Prior Raised Concerns**

33 With respect to work orders previously raised regarding CRE maintenance concerns
34 that remained open, were revisited, or were otherwise active during 2022-2025
35 (including those identified in FOI files 26-001 and 26-002), identify:

- 36 • The current status of each work order;
- 37 • The last substantive action taken;
- 38 • The responsible role or function; and
- 39 • Any associated invoices, purchase orders, or contracts.
- 40 • Produce internal correspondence or records from 2022-2025 that document:
- 41 • Concerns raised regarding these work orders; and
- 42 • Decisions to defer, modify, or close them without completion.

1
2 **F. Strategic Planning and Best-Practices Implementation**

3 Produce any Strategic Facilities Plan, Facilities & Projects strategy, Facilities Master
4 Plan, or comparable document that was in effect, updated, relied upon, or referenced
5 by OPG during 2022-2025.

6
7 For each such plan or strategy, produce records showing how it was implemented
8 during this period, including:

- 9
- 10 • Trend analyses or environmental scans used to inform decision-making;
 - 11 • Alignment with OPG's mission, strategic imperatives, and values;
 - 12 • Short- and long-range facility plans;
 - 13 • Project plans tied to stated objectives;
 - 14 • Evaluation mechanisms, metrics, or follow-up reports;
 - 15 • Benchmarking studies and actions taken in response;
 - 16 • Business continuity, facilities reliability, preventive maintenance, or risk-
17 management initiatives referenced in the plan;
 - 18 • Staffing, resourcing, or organizational design changes implemented or
19 maintained to support the plan; and
 - 20 • Stated goals or targets and progress against them.

21 Identify any instances during 2022-2025 where OPG's actual CRE or Facilities &
22 Projects practices materially diverged from its stated strategic objectives or best-
23 practice commitments.

24
25 **G. Insurance and Third-Party Risk Oversight**

26 Produce records sufficient to demonstrate compliance during 2022-2025 with
27 applicable insurance policy requirements and third-party risk-control obligations
28 relevant to CRE properties, including records of inspections, risk surveys,
29 recommendations, and follow-up actions by insurers or insurer-appointed risk
30 engineers.

31
32 **H. Cross-Jurisdictional Coordination and Resource Competition**

33 Describe the governance, monitoring, and escalation mechanisms used by OPG to
34 manage jurisdictional overlap and resource competition between the central CRE
35 organization and Nuclear Operations & Maintenance, including:

- 36
- 37 • How prioritization decisions affecting CRE assets on nuclear sites are made and
38 reviewed;
 - 39 • How work protection, lockout-target, or similar requirements affecting CRE
40 maintenance are coordinated and monitored;
 - 41 • How known organizational or process weaknesses identified in strategic
42 planning exercises (including the Strategic Plan) were tracked and addressed;
43 and

1 Any corrective actions or control enhancements implemented to mitigate operational,
2 safety, or continuity risks arising from such cross-jurisdictional challenges.

3
4 **Privilege and Non-Existence**

5 If any responsive record is withheld on the basis of privilege, produce a privilege log
6 and non-confidential description as set out in IR-1.

7
8 If any requested information does not exist, state this explicitly.

9
10
11 **Response**

12
13 This interrogatory seeks extensive details and documentation pertaining to facilities
14 maintenance covering a four-year time period. OPG declines to provide the requested
15 information as the request is overly broad, lacks clarity, and is unreasonably onerous
16 to respond to. The information sought is not material, lacks relevance, and/or offers
17 minimal, if any, probative value in deciding the OEB-approved issues in this
18 proceeding.

19
20 In an effort to be helpful, below OPG has provided additional information on topics that
21 are the subject of this interrogatory.

22
23 This response pertains to parts a) to h).

24
25 As discussed in Ex. L-F3-Pinto-001, OPG does not have a specific definition for
26 “nuclear critical” or similar categorization in the Real Estate & Facilities (“RE”) scope
27 of responsibility or system database and therefore cannot provide data by his
28 category. Similarly, “backlog” is not a term or status used in RE maintenance
29 reporting, OPG tracks open corrective maintenance requisitions and open
30 preventative maintenance work orders.

31
32 RE continually assesses the condition of assets through monthly facility risk and
33 safety tours, monthly Joint Health and Safety (“JHSC”) inspections and third-party
34 building condition assessments, most recently completed in 2025. For the time
35 period being requested there are thousands of pages of records relating to these
36 assessments. Findings from site tours and JHSC inspections are recorded in RE’s
37 corrective maintenance system as described Ex. L-F3-Pinto-001.

38
39 Work protection follows applicable health and safety legislation, including O. Reg.
40 851 (Industrial Establishments) and O. Reg. 231/91 (Construction), which are
41 outside the scope of this proceeding.

1 **Pinto Interrogatory #003**

2
3 **Interrogatory**

4
5 **Reference:**

6 **Governance, Independence, and Conflict-Management Controls**
7 **Affiliated-Entity Oversight, Cross-Appointments, and Coordinated Practices**

8
9 Preamble:

10
11 **Context**

12
13 During the period under review, Ontario Power Generation Inc. (“OPG”) conducted
14 material activities through multiple affiliated entities, including subsidiaries and related
15 entities operating in different jurisdictions and under varying regulatory and commercial
16 frameworks. Such structures are commonly associated with heightened governance,
17 independence, and conflict-management risks, particularly where leadership roles,
18 decision-making authority, or operational practices overlap. This interrogatory seeks to
19 understand how OPG identified, managed, and mitigated those risks at a design and
20 control level.

21
22 **Purpose and Scope**

23
24 This interrogatory seeks information necessary to assess the adequacy of OPG’s
25 governance framework, internal controls, and ethical safeguards in circumstances
26 where OPG and its affiliated entities were represented as operating independently but
27 may have been subject to shared leadership, coordinated practices, or cross-entity
28 decision-making during the period January 1, 2000 to December 31, 2025.

29
30 The information requested relates to Issues 23-26 (Governance, Planning, and Cost
31 Control), Issue 37 (Controls and Oversight), and Issues 38-40 (Risk Management and
32 Compliance) of the approved Issues List.

33
34 This interrogatory is directed at institutional design and control effectiveness, not at
35 individual conduct.

36
37 The Intervenor will execute the OEB Declaration and Undertaking with respect to any
38 confidential material.

39
40 **Definitions**

41
42 **“Affiliated Entity”** means any subsidiary, joint venture, partnership, or related entity
43 in which OPG held an ownership interest, governance role, or material influence.

1
2 **“Cross-Appointment”** means any instance where an individual simultaneously held
3 executive, officer, or board-level roles across OPG and one or more Affiliated Entities.
4

5 **“Coordinated Forum”** means any recurring or ad-hoc meeting, committee, or working
6 group involving representatives from OPG and one or more Affiliated Entities to discuss
7 operational, strategic, human resources, contracting, or governance matters.
8

9 **“Conflict Mitigation Measures”** include disclosure requirements, recusals,
10 independent approvals, secondary oversight, documentation requirements, or third-
11 party review.
12

13 Question(s):
14

15 **A. Representations of Independence and Governance Structure**

16 For the period 2020-2025, identify how OPG described the operational and
17 governance independence of each Affiliated Entity in public, regulatory, or internal
18 materials.
19

20 Produce records sufficient to show:

- 21 • The formal governance structure for each Affiliated Entity; and
- 22 • Reserved authorities, approval thresholds, or escalation requirements involving
23 OPG.
24

25 **B. Cross-Appointments and Overlapping Authority**

26 Identify all instances during 2020-2025 where individuals held concurrent executive or
27 board-level roles across OPG and one or more Affiliated Entities.
28

29 For each instance, produce records sufficient to show:

- 30 • The roles held and duration of overlap;
- 31 • The scope of authority associated with each role; and
- 32 • Whether the roles involved influence over hiring, contracting, strategic
33 partnerships, or capital or operating decisions.
34

35 **C. Coordinated Forums and Information-Sharing Practices**

36 Identify any Coordinated Forums involving OPG and Affiliated Entities during the
37 period, including their:

- 38 • Purpose and mandate;
- 39 • Participant roles (by function, not by name); and
- 40 • Frequency and duration.
- 41 • Produce any policies, terms of reference, or guidance governing:
- 42 • Permissible topics of discussion;
- 43 • Information-sharing boundaries; and

- 1 • Safeguards intended to preserve decision-making independence.
- 2 • Identify whether such forums addressed matters including:
- 3 • Human resources or labour relations strategy;
- 4 • Workforce planning or movement across entities;
- 5 • Contracting practices or vendor engagement; or
- 6 • Sequencing or coordination of strategic initiatives.

7
8 **D. Conflict Identification and Mitigation**

9 Produce all policies, procedures, and Code of Business Conduct provisions in effect
10 during 2020-2025 governing:

- 11 • Conflicts of interest;
- 12 • Cross-appointments; and
- 13 • Coordinated practices across Affiliated Entities.
- 14 • For each Cross-Appointment identified in Section B, identify:
- 15 • Whether a conflict assessment was conducted;
- 16 • What mitigation measures were applied; and
- 17 • The role or function responsible for oversight.

18
19 **E. Escalation, Independence, and External Interface Controls**

20 Produce records evidencing how OPG ensured that:

- 21 • Actual or perceived conflicts were escalated outside affected reporting lines;
22 and
- 23 • Independent review or challenge was available where ordinary governance
24 channels may themselves have been conflicted.

25
26 Produce policies or records governing communications between OPG and external
27 public-sector bodies concerning matters involving Affiliated Entities, including:

- 28 • Documentation and record-keeping requirements; and
- 29 • Oversight or approval mechanisms intended to preserve independence.

30
31 **F. Structural Conflicts of Interest and Delegated Authority Controls**

32 Produce policies, procedures, or guidance in effect during 2020-2025 addressing
33 structural or inherent conflicts of interest, including circumstances where:

- 34 • A single leadership role encompassed responsibility for functions with
35 potentially competing control objects; or
- 36 • Segregation of duties ordinarily expected under governance best practices was
37 not feasible.

38
39 For such circumstances, produce records sufficient to show:

- 40 • How the structural conflict was identified and assessed;
- 41 • What mitigation measures were required or recommended; and

- 1 • Whether the arrangement was treated as an acceptable risk, a transitional
2 measure, or an approved exception.

3
4 Identify any instances during 2020-2025 where structural conflicts were acknowledged
5 but permitted to continue, and the documented rationale for doing so.

6
7 **Privilege and Non-Existence**

8 If any responsive record is withheld on the basis of privilege, produce a privilege log
9 identifying the document, date, author, recipient, and the basis of the claim, together
10 with a non-confidential description of its subject matter.

11
12 If any requested record does not exist, state this explicitly.

13
14
15 **Response**

16
17 This interrogatory seeks extensive details and documentation pertaining to the
18 governance of affiliated and unregulated business activities. OPG declines to provide
19 the requested information as the request is overly broad and unreasonably onerous to
20 respond to. The information sought is not material, lacks relevance, and/or offers
21 minimal, if any, probative value in deciding the OEB-approved issues in this
22 proceeding.

23
24 In an effort to be helpful, OPG notes that the topics raised in this interrogatory are
25 addressed in the following pre-filed exhibits:

- 26 • Ex. A1-04-01 provides information about OPG's governance and organization.
27 • Ex. F3-1-4 provides details of affiliate relationships and associated cost
28 allocation methodology.
29 • Ex. F3-2-1 provides details of asset service fees charged by the regulated
30 business to the unregulated businesses.

1 **Pinto Interrogatory #004**

2
3 **Interrogatory**

4
5 **Reference:**

6 **Code of Business Conduct Controls and Senior-Level Oversight**
7 **External Business Relationships and Hiring-Related Governance**

8
9 Preamble:

10
11 **Purpose and Scope**

12
13 This interrogatory seeks information necessary to assess whether OPG maintained
14 and applied appropriate Code of Business Conduct (“CoBC”) controls, conflict-
15 management processes, and senior-level oversight mechanisms in connection with
16 external business relationships involving other utilities and related hiring or
17 engagement decisions, during a defined, event-specific period.

18
19 This interrogatory relates to Issue 37 (Internal Controls and Oversight) and Issues 38-
20 40 (Risk Management, Compliance, and Ethical Conduct) of the approved Issues List.

21
22 The Intervenor will execute the OEB Declaration and Undertaking with respect to any
23 confidential material.

24
25 **Definitions**

26
27 **“External Utility”** means any Canadian or provincial-scale electricity or energy utility
28 operating outside Ontario and not part of OPG.

29
30 **“Trigger Period”** means the period beginning 30 days before and ending 6 months
31 after any senior-level direction, request, or approval relating to the hiring, engagement,
32 or placement of an individual associated with an External Utility.

33
34 **“CoBC Controls”** include disclosure requirements, conflict assessments, recusals,
35 ethics reviews, approvals, or independent oversight required under OPG’s Code of
36 Business Conduct or related policies.

37
38 Question(s):

39
40 **A. Code of Business Conduct Framework**

41 Produce the Code of Business Conduct and any related policies, procedures, or
42 guidance in effect during the Trigger Period governing:

- 43
 - Conflicts of interest;

- 1 • External business relationships; and
- 2 • Use of senior executive authority in hiring or engagement decisions.
- 3 • Identify the roles or functions responsible during the Trigger Period for:
- 4 • Conducting conflict assessments; and
- 5 • Determining mitigation or recusal requirements.

6

7 **B. Application of CoBC Controls During the Trigger Period**

8 For the Trigger Period, identify whether any CoBC Controls were triggered in
9 connection with:

- 10 • Business discussions or initiatives involving an External Utility; and
- 11 • Hiring, engagement, or placement decisions linked to such relationships.

12

13 For each instance, produce records sufficient to show:

- 14 • Whether a disclosure was made;
- 15 • Whether an assessment was conducted; and
- 16 • What mitigation measures, if any, were applied.

17

18 **C. Hiring and Engagement Governance**

19 Produce policies or guidance in effect during the Trigger Period governing:

- 20 • Creation of new positions or roles;
- 21 • Use of non-standard hiring pathways; and
- 22 • Approval requirements where no pre-approved position or headcount existed.

23

24 Identify whether any exceptions or non-standard practices were approved during the
25 Trigger Period in connection with an External Utility relationship, and if so:

- 26 • The approving authority; and
- 27 • The documented rationale.

28

29 **D. Oversight, Ethics Review, and Escalation**

30 Identify whether any ethics review, screening, or determination was initiated or
31 considered during the Trigger Period in relation to:

- 32 • External Utility relationships; or
- 33 • Related hiring or engagement decisions.

34

35 If so, produce records sufficient to show:

- 36 • The timing and scope of the review;
- 37 • Whether the review was internal or independent; and
- 38 • The outcome or disposition at a high level.

39

40 **E. Restrictions on Future Employment, Re-engagement, and Access to Work**

41 Produce policies or guidance in effect during the 2020-2025 Period governing
42 restrictions on future employment, re-engagement, or access to work following

1 investigations or terminations, including any appeal or review mechanisms applicable
2 to such restrictions.

3

4 **Privilege and Non-Existence**

5 If any responsive record is withheld on the basis of privilege, produce a privilege log
6 identifying the document, date, author, recipient, and the basis of the claim, together
7 with a non-confidential description of its subject matter.

8

9 If any requested record does not exist, state this explicitly.

10

11

12 **Response**

13

14 This interrogatory seeks extensive details and documentation pertaining to external
15 business relationships involving other utilities and related hiring or engagement
16 decisions. OPG declines to provide the requested information as the request is overly
17 broad, lacks clarity and is unreasonably onerous to respond to. The information sought
18 is not material, lacks relevance, and/or offers minimal, if any, probative value in
19 deciding the OEB-approved issues in this proceeding.

1 **Pinto Interrogatory #005**

2
3 **Interrogatory**

4
5 **Reference:**

6 **Subsidiary Contracting Governance, Cost Attribution, and Value-for-Money**

7
8 Preamble:

9
10 **Purpose and Scope**

11
12 This interrogatory seeks information necessary to assess whether Ontario Power
13 Generation Inc. (“OPG”) maintains adequate governance, internal controls, and value-
14 for-money discipline over the engagement and use of independent contractors by its
15 subsidiaries, including Laurentis Energy Partners as a representative subsidiary,
16 particularly where senior executives exercise influence across entities or where
17 contractor services benefit more than one entity, during the period January 1, 2020 to
18 December 31, 2025.

19
20 This interrogatory relates to Issues 23-26 (Governance, Planning, and Cost Control)
21 and Issue 37 (Internal Controls and Oversight) of the approved Issues List.

22
23 The Intervenor will execute the OEB Declaration and Undertaking with respect to any
24 confidential material.

25
26 **Definitions**

27
28 **“Subsidiary”** means any entity controlled by OPG, including Laurentis Energy
29 Partners.

30
31 **“Independent Contractor”** means any person or entity through a professional
32 services, staffing, or resourcing arrangement rather than as an employee.

33
34 **“Cross-Entity Oversight”** means circumstances where a senior executive exercises
35 operational or financial oversight across OPG and one or more Subsidiaries.

36
37 Question(s):

38
39 **A. Subsidiary Contractor Governance Framework**

40 Produce policies, procedures, or guidance in effect during 2020-2025 governing:

- 41 • Engagement of Independent Contractors by Subsidiaries;
42 • Sole-source versus competitive selection
43 • Approval of contractor rates, scope, and duration; and

- 1 • Required value-for-money or alternatives assessments.
2

3 Identify how OPG ensures that contractor engagements by Subsidiaries are
4 independently justified and subject to appropriate oversight.
5

6 **B. Exercise Oversight and Conflict-Mitigation Controls**

7 Produce policies or guidance governing Cross-Entity Oversight, including controls
8 intended to mitigate conflicts of interest where senior executives influence:

- 9 • Demand for services at OPG; and
10 • Engagement or deployment of contractors at a Subsidiary.
11

12 Identify what controls were required or applied during 2020-2025 to prevent
13 preferential sourcing or deployment of Subsidiary-engaged contractors due to cross-
14 entity executive influence.
15

16 **C. Cross-Entity Use of Subsidiary Contractors**

17 Identify any instances during 2020-2025 where Independent Contractors engaged by
18 a Subsidiary performed work that benefited:

- 19 • OPG; or
20 • Another Subsidiary.
21

22 For each instance, produce records sufficient to show:

- 23 • The nature of the work performed;
24 • Which entity engaged the contractor;
25 • Which entity benefited; and
26 • How the arrangement was approved.
27

28 **D. Cost Attribution and Transparency**

29 Produce policies or guidance governing:

- 30 • Time recording for contractors performing work across entities; and
31 • Cost attribution and charge-back between OPG and Subsidiaries.
32 • For the instances identified in Section C, produce records sufficient to show
33 whether contractor time and costs were fully attributed to the benefiting entity.
34

35 If no format cost-tracking or attribution occurred, state this explicitly.
36

37 **E. Value-for-Money and Alternatives Assessment**

38 Identify whether value-for-money or alternatives assessments were undertaken before
39 using Subsidiary-engaged contractors to support work benefiting OPG or another
40 entity.
41

42 If no such assessments were undertaken, state this explicitly.
43

1 **Privilege and Non-Existence**

2 If any responsive record is withheld on the basis of privilege, produce a privilege log
3 identifying the document, date, author, recipient, and the basis of the claim, together
4 with a non-confidential description of its subject matter.

5

6 If any requested record does not exist, state this explicitly.

7

8

9 **Response**

10

11 This interrogatory seeks extensive details and documentation pertaining to the use of
12 contractors by unregulated affiliates. OPG declines to provide this information as it
13 relates to unregulated business practices which are outside the scope of, and not
14 relevant to, this proceeding.

1 **Pinto Interrogatory #006**

2
3 **Interrogatory**

4
5 **Reference:**

6 **HR and Labour Relations Governance, Termination Practices, and Leadership**
7 **Oversight**

8
9 Preamble:

10
11 **Purpose and Scope**

12
13 This interrogatory seeks information necessary to assess whether OPG and its
14 Subsidiaries maintain adequate human resources and labour-relations governance,
15 including leadership selection, evaluation, and termination controls, consistent with
16 public-sector accountability and transparency expectations, during the period January
17 1, 2020 to December 31, 2025.

18
19 This interrogatory relates to Issues 23-26 (Governance, Planning, and Cost Control)
20 and Issue 37 (Internal Controls and Oversight) of the approved Issues List.

21
22 The Intervenor will execute the OEB Declaration and Undertaking with respect to any
23 confidential material.

24
25 **Definitions**

26
27 **“Subsidiary”** means any entity controlled by OPG, including Laurentis Energy
28 Partners.

29
30 **“Secundee** means an OPG employee assigned to work at a Subsidiary.

31
32 **“Senior Role”** means Director, Vice-President, or equivalent.

33
34 **“Termination”** means separation from service, whether with or without cause,
35 including the cessation of a contract.

36
37 Question(s):

38
39 **A. Leadership Selection and Competency Framework**

40 Produce policies, procedures, or guidance in effect during 2020-2025 governing:

- 41 • Selection, appointment, and evaluation of individuals into Senior Roles;
42 • Required competency, merit, or qualification frameworks; and

- 1 • Use of non-standard pathways (e.g., contractors, retirees, or secondees) for
2 Senior Roles.

3
4 Identify any approved exceptions to standard selection or posing requirements during
5 2020-2025 and, for each:

- 6 • Describe the circumstances;
7 • Identify the approving authority; and
8 • Indicate how the exception was documented.

9
10 Identify Senior Role appointments during 2020-2025 where the incumbent had
11 previously been a contractor, retiree, or secondee, and produce records sufficient to
12 show:

- 13 • The criteria used to assess suitability;
14 • Any post-appointment evaluation conducted; and
15 • The circumstances of departure, if applicable.

16
17 **B. Termination and Separation Governance**

18 Produce policies or guidance in effect during 2020-2025 governing terminations and
19 separations, including:

- 20 • With-cause versus without-cause determinations;
21 • Required approvals and due-process steps; and
22 • Allocation of termination costs between OPG and Subsidiaries.

23
24 Produce, in anonymized form where appropriate:

- 25 • A summary of termination events for Senior Roles during 2020-2025, including
26 reason codes and approval levels; and
27 • Any internal reviews or analyses addressing elevated termination or turnover
28 rates at a Subsidiary.

29
30 **C. Oversight, Transparency, and Access Controls**

31 Produce policies or guidance governing access to Senior Roles, including:

- 32 • Posting and competition requirements;
33 • Transparency of opportunities; and
34 • Interaction between temporary or contract pathways and permanent
35 appointments.

36
37 Identify any instances during 2020-2025 where offers or appointments to Senior Roles
38 were rescinded or materially altered, and produce records sufficient to show the
39 rationale and approvals.

40
41 **D. Public-Interest and Organizational-Stability Oversight**

42 Produce any assessments, audits, or reviews conducted during 2020-2025 evaluating:

- 43 • Leadership stability and turnover risk at Subsidiaries; and

- Implications for workforce continuity, labour relations, or growth readiness.

Identify any parent-level interventions or escalations undertaken in response to leadership or HR/LR risk at a Subsidiary.

Privilege and Non-Existence

If any responsive record is withheld on the basis of privilege, produce a privilege log identifying the document, date, author, recipient, and the basis of the claim, together with a non-confidential description of its subject matter.

If any requested record does not exist, state this explicitly.

Response

This interrogatory seeks extensive details and documentation pertaining to OPG's unregulated affiliates' human resources and labour relations practices. OPG declines to provide the requested information as the request is overly broad, lacks clarity and is unreasonably onerous to respond to. The information sought is not material, lacks relevance, and/or offers minimal, if any, probative value in deciding the OEB-approved issues in this proceeding.

SEC Interrogatory #172

Interrogatory

**Reference:
F3-1-1, p. 6-7**

Preamble:

The evidence states “[s]ince EB-2020-0290, Support Services have undertaken a number of initiatives that have enabled OPG to partly mitigate the cost impact of the growing internal demand for services and increasing complexity in the external landscape.”

Question(s):

For each of the implemented initiatives, please quantify the savings. In doing so, please provide the basis of the calculation including all assumptions.

Response

In this response, OPG identifies actions that Support Services have undertaken since EB-2020-0290 that have allowed the company to partly mitigate the growing demand for these services and increasing complexity of the context in which the company is operating.

As described in Ex. F3-1-1, pp. 4-5, OPG has worked to mitigate cost impacts and pressures associated with increased demand for Support Services and the complexity of such work since EB-2020-0290. Focus areas over the period included increased hiring pace and volume, intensified labour relations efforts and negotiations, increased supply chain pressures, ramping up procurement to secure contracts for major investments and ensuring continued access to cost-effective financing. OPG’s focus over the 2027-2031 IR term will be on ensuring that operational, project, technology, workforce, and financial resources are sufficient to deliver planned projects and to reliably and efficiently operate the new and refurbished facilities.

Additionally, rapid advancements in cyber security threats and digital innovation required greater focus on the areas in OPG’s digital strategy and IT operations. Despite this challenging operating context, OPG’s IT function benchmarks in the second quartile, compared to the peer group, in the corporate cost study undertaken by The Hackett Group (refer to Ex. F3-1-1, Attachment 2, p.12). As noted in Ex. F3-1-1, p. 3, lines 11-13, “excluding the impact of software and licensing costs, total OPG Support

1 Services costs increase by approximately 2.75% per year over the 2024-2031 period”
2 which is generally in line with inflation.

3
4 OPG is unable to attribute discrete cost savings to individual initiatives, as overall
5 performance reflects the interacting effects of multiple initiatives, external conditions,
6 and other operational factors that together drive the aggregate outcome.

7 8 **Digital Strategy & IT Services**

9
10 As described in Ex. D3-1-1 and in Ex. L-D3-SEC-122, Attachment 1, OPG’s Digital
11 Strategy is a foundational enabler to ongoing operational reliability and security, and
12 through the IR term, various investments are necessary to address system
13 obsolescence and business requirements. As new technology is adopted, the use of
14 various technologies has provided varied and overlapping benefits such as through the
15 use of Artificial Intelligence (“AI”) and improved data analytics.

16
17 OPG has made further advancements in the utilization of technology to support
18 operational work. Continuing to build on examples such as the use of drones for
19 inspections, AI and data analytics tools are being leveraged to provide automation and
20 performance benefits. In addition to OPG’s in-house, secure generative AI (refer to Ex.
21 F3-1-1, p.8), OPG has leveraged AI to develop tools to streamline the movement of
22 spent nuclear fuel, improving workforce safety and operational planning efficiency.
23 Generally, AI tools and its use are expected to continue to allow OPG to automate
24 functions, over time, where it was previously not possible, and to make more informed
25 decisions based on the extensive volumes of data created and gathered in the course
26 of the company’s operations.

27
28 As described in Ex. F3-1-1, IT software and licensing costs have increased significantly
29 since 2020, driven by both the broader market and OPG’s transition away from
30 perpetual licenses to subscription and usage-based models and the adoption of cloud-
31 based platforms. As shown in Ex. F3-1-1, Table 4, these software and licensing costs
32 have increased 92% between 2020-2024 and are expected to increase by another
33 86% by 2031. To address anticipated cost increases, OPG will continue to adopt and
34 consolidate new technologies when older legacy systems are decommissioned, as well
35 as monitor software licensing contracts and cloud computing consumption by
36 embedding more frequent reviews and controls into the project management process
37 (refer to Ex. F3-1-1, p. 3).

38
39 Additionally, OPG has managed labour and contracted resources through a blended
40 service delivery model as discussed in Ex. F3-1-1. The repatriation of the New Horizon
41 System Solutions’ (“NHSS”) workforce, which brought certain IT services back in-
42 house, considered the increasing contract costs while absorbing increasing demand
43 for IT support, including an increase of about 30% in Help Desk tickets between 2022

1 and 2024 (refer to Ex. L-F3-SEC-175). OPG also experienced about 9% lower IT
2 Support Services costs in 2023, the first full year following NHSS repatriation (refer to
3 Ex. F3-1-1, Table 4). Notably, this strategy gave OPG greater control over cyber
4 security investments and resourcing, which were becoming increasingly complex and
5 costly since 2020.

6 **Workplace Optimization**

7
8
9 OPG's Corporate Headquarters project was completed on time and on budget in 2025,
10 bringing together non-station support staff from across the Greater Toronto Area (refer
11 to Ex. L-D3-SUP-009 and Ex. L-D3-SEC-123). Along with other workplace
12 optimizations and transformations across various office buildings, the optimized design
13 and layouts have enabled increased occupancy relative to prior workspace designs,
14 with improved flexibility and opportunities for collaboration.

15
16 Despite the increasing number of staff requiring office space, the Corporate
17 Headquarters project and workplace optimization and transformation projects will have
18 resulted in the off-lease of five office buildings and spaces, contributing to an
19 approximately 29% reduction in the square foot per FTE of OPG office space. This
20 enables OPG to avoid net-new leases where possible (refer to Ex. D3-1-1, pp. 14).

21 **Procurement & Vendor Programs**

22 OPG has implemented vendor programs and procurement initiatives and practices to
23 improve supplier performance, streamline nuclear supplier qualifications, and advance
24 category management and strategic sourcing. These initiatives have allowed OPG to
25 better adapt to changing market conditions and evolving business needs while
26 mitigating supply chain risks that have intensified significantly since EB-2020-0290.
27 For example, OPG streamlined the process for qualifying nuclear suppliers in response
28 to the rapid expansion of the nuclear industry supply chain demand and to support the
29 need for nuclear qualified vendors to execute its major nuclear projects such as the
30 PRP and the DNNP. By proactively identifying risks and improving communication with
31 vendors, there has been a 50% reduction in qualification timelines in recent pilot
32 projects. OPG has also made significant advances in category management and
33 strategic sourcing. For example, the Renewable Generation Programmatic
34 Collaboration Agreements (refer to Ex. F3-3-1, p. 6) have contributed to secured
35 capacity in a tight supply chain.

36 OPG has continued to mitigate inflationary, price and project schedule risk by aligning
37 procurement timing for long-lead and cost-sensitive components to technical and
38 operational needs, making early commitment decisions where appropriate to lock in
39 pricing, secure manufacturing capacity, and/or limit exposure to future cost escalation.
40 From a contracting perspective, inflation risk is managed through a mix of fixed-price,
41 capped-price, and index-based escalation mechanisms tied to relevant indices to

1 ensure any adjustments reflect actual market movements (refer to Ex. L-D2-PWU-
2 004). Together, these practices provide stronger cost control and improved project
3 certainty by reducing exposure to inflationary pressures and procurement-related
4 schedule risks.

5 **Building the Workforce**

6 Since EB-2020-0290, in order to address a complex labour environment, including the
7 planned closure of Pickering, COVID-19 labour market pressures, the shift to Pickering
8 refurbishment and a complex labour relations environment (refer to Ex. F4-3-1), OPG
9 was able to partly mitigate the higher volume of work effort in recruitment and
10 onboarding by stopping certain work, modernizing processes and, outside of
11 compliance requirements, redistributing effort toward initiatives with the greatest
12 business impact.

13
14 The peak in hiring and onboarding that occurred in 2023 and 2024 was an
15 approximately 230% increase in the volume of recruitment and onboarding work since
16 2019. Actions to address this demand include the centralization of internal recruitment
17 and the standardization of recruitment processes, including the use of automated
18 assessment tools, key performance metrics to identify where processes could be
19 streamlined, and investment in recruitment strategies such as increased outreach
20 activities and expanded early careers programming. This contributed to an increase in
21 qualified candidates, improved job offer acceptance rates and significantly reduced
22 time to fill positions, securing the required workforce for OPG more quickly.

23
24 The inflow of new employees and internal movement of existing employees also
25 increased the need for skills and leadership development. In response, OPG
26 introduced a virtual platform allowing self-guided learning. This contributed to an
27 avoidance in the cost of hiring additional leadership training staff, while ensuring
28 efficient skills and leadership development for employees. Refer to Ex. L-F3-Staff-218
29 for a description of the increasing demand for Human Resources services and factors
30 contributing to Human Resources costs and Ex. L-F3-SUP-013 for recruitment service
31 level metrics from 2019-2024.

32
33 Within the Human Resources function, OPG has improved processes to shorten
34 timelines and manage on-going demand for cases in ethics and labour relations
35 functions. OPG implemented case management software, which combined with
36 process improvements, has decreased ethics investigation timelines and contributed
37 to corresponding cost control within the department.

1 **Managing Financing Needs**

2
3 OPG's Finance function is focused on ensuring a cost effective and risk managed
4 funding program to meet the Company's increasing borrowing requirements through a
5 combination of robust treasury planning and management processes, maintaining
6 relationships with a syndicate of banks and fixed income investors, and leveraging a
7 strengthened internal treasury expertise. OPG's debt management function is further
8 discussed in Ex. L-C1-Staff-028, part c). OPG is also focused on implementing
9 available credit support funding sources, as discussed in Ex. L-A2-SEC-024, which
10 contribute to maintaining the Company's current investment grade credit ratings.

SEC Interrogatory #179

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Interrogatory

**Reference:
F3-1-4**

Question(s):

Please provide a copy of all shared services or similar agreements between OPG's affiliates and OPG.

Response

The requested OPG service agreements with Atura Power, Laurentis Energy Partners (confidential), PowerOn Energy Solutions (confidential), and Origin Nuclear are provided in Attachments 1, 2, 3, and 4, respectively. Refer to Ex. L-A1-CCC-010 for such agreements with DNNP LP.

**SECOND AMENDED AND RESTATED
GENERAL SERVICES AGREEMENT**

Among

NV LP

and

PORTLANDS ENERGY CENTRE L.P.

and

BRIGHTON BEACH POWER L.P.

and

ONTARIO POWER GENERATION INC.

Effective Date: April 29, 2020
Dated as of May 11, 2021

THIS SECOND AMENDED AND RESTATED GENERAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of the 11th day of May, 2021, with an effective date of April 29, 2020

AMONG:

NV LP, a limited partnership formed under the laws of the Province of Ontario (“**NV LP**”)

and

PORTLANDS ENERGY CENTRE L.P., a limited partnership formed under the laws of the Province of Ontario (“**PEC LP**”)

and

BRIGHTON BEACH POWER L.P., a limited partnership formed under the laws of the Province of Ontario (“**BB LP**”)

and

ONTARIO POWER GENERATION INC., a corporation incorporated under the laws of the Province of Ontario (“**OPG**”)

WHEREAS PEC LP and OPG entered into a general services agreement made effective as of March 1, 2009 (the “**Original General Services Agreement**”);

AND WHEREAS PEC LP and OPG entered into an amended and restated general services agreement dated April 29, 2020 (“**A&R GSA**”), to amend the Original General Services Agreement to include services provided in respect of Halton Hills Generating Station and Napanee Generating Station, in addition to Portlands Energy Centre;

AND WHEREAS the Parties now wish to further amend the A&R GSA in order to include services provided to NV LP and BB LP and wish to retain April 29, 2020 as the effective date of this Agreement;

AND WHEREAS PEC LP operates the PEC Facilities, BB LP operates Brighton Beach Generating Station, and NV LP is the common shareholder of the general partner of each of PEC LP and BB LP;

AND WHEREAS PEC LP and BB LP are each registered to do business as Atura Power;

AND WHEREAS NV LP, PEC LP and BB LP each require services to be provided by OPG from time to time, and NV LP, PEC LP and BB LP and OPG desire to enter into this Agreement to set out the general terms and conditions that will apply to provision of such services, with an effective date as of April 29, 2020.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Specific Definitions

As used in this Agreement, the following terms shall have the meaning set forth or as referenced below:

- (a) "**Actual Labour Costs**" means OPG's hourly standard labour rates (calculated to include salary, direct and indirect benefits) together with related long-term incentive and corporate overhead costs, with no mark-up for profit;
- (b) "**Applicable Laws**" in respect of any Person, property, transaction or event, means all present and future laws, statutes, regulations, treaties, judgements and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event;
- (c) "**Atura Group**" shall mean NV LP, its general partner, PEC LP, PEC Inc., BB LP, BB Ltd., and each of their respective directors, officers, employees, contractors, subcontractors, agents or representatives;
- (d) "**BB Ltd.**" shall mean Brighton Beach Power Ltd., a corporation incorporated under the laws of the Province of Ontario, and the sole general partner of BB LP, and wholly-owned by NV LP;
- (e) "**Claims**" shall mean all claims, demands, losses, costs, penalties, damages, injuries, expenses, liabilities, suits or proceedings, including reasonable legal fees;
- (f) "**Confidential Information**" means all information, written or oral, furnished by a Party, directly or indirectly, to the receiving Party, including but not limited to all contracts, financial information, engineering reports, environmental reports, technical and economic data, marketing terms and arrangements, knowledge, know-how and related information such as plans, maps, drawings, field notes, sketches, photographs, computer records or software, specifications, models, or other information which is or may be either applicable to or related in any way to the assets, business or affairs of the disclosing Party or the Facilities. Confidential Information shall include the Intellectual Property and the Materials. Confidential Information shall not include information that is already known to the receiving Party on a non-confidential basis from a source that is entitled to disclose the information, or that is or becomes generally available to the public other than as a result of any act or omission of the receiving Party or its officers, employees or advisers, or that is received by the receiving Party from a third party which is not prohibited from disclosing it;

- (g) "**Facilities**" means the PEC Facilities, Brighton Beach Generating Station and any other generation facilities that may be acquired in the future directly or indirectly by NV LP;
- (h) "**General Services**" shall have the meaning as set out in Article 3.1;
- (i) "**Governmental Authority**" shall mean any federal, provincial, local, municipal or other governmental, administrative, judicial, regulatory agency or entity having or asserting valid jurisdiction over a Party, the Facilities or this Agreement, including the Independent Electricity System Operator (IESO) and its successors;
- (j) "**Intellectual Property**" shall have the meaning as set out in Article 7.1;
- (k) "**Materials**" shall have the meaning as set out in Article 7.1;
- (l) "**Party**" means a party to this Agreement and "**Parties**" means all of them, as the context requires;
- (m) "**PEC Facilities**" means Halton Hills Generating Station, Napanee Generating Station, Portlands Energy Centre and any other generation facilities that may be acquired in the future by PEC LP;
- (n) "**PEC Inc.**" shall mean Portlands Energy Centre Inc., a corporation incorporated under the laws of the Province of Ontario, and the sole general partner of PEC LP and owned 50/50 by NV LP and OPG;
- (o) "**Person**" shall mean any individual, sole proprietorship, partnership, corporation or company, with or without share capital, trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature;
- (p) "**Work Estimate and Approval Form**" shall mean the document issued by OPG in substantially the form attached as Exhibit "B" to this Agreement; and
- (q) "**Work Request Form**" shall mean the request for services issued by NV LP, PEC LP or BB LP in substantially the form attached as Exhibit "A" to this Agreement.

1.2 Interpretation

- (a) The singular imports the plural, the masculine, the feminine, and vice versa and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency);
- (b) references to "this Agreement", "hereof", "herein" and similar expressions refer to the Agreement (including the recitals) and any appendices or schedules hereto, and to no other documents; and
- (c) the division of this Agreement into parts, Articles, sub-articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.4 Exhibits

The following are the Exhibits attached to and incorporated by reference in this Agreement, which are deemed to be a part hereof:

Exhibit A - Work Request Form

Exhibit B - Work Estimate and Approval Form

ARTICLE 2 TERM

2.1 Term

The term of this Agreement shall commence on April 29, 2020 and continue for four years until and including April 28, 2024 (the "**Term**"). The Parties may extend the Term by mutual agreement on mutually agreeable terms in writing. This Agreement may also be terminated earlier by either Party with ninety (90) days' prior written notice to the other Party, or at any time upon mutual consent of the Parties in writing.

ARTICLE 3 GENERAL SERVICES

3.1 General Services

This Agreement shall apply to all technical and other services provided by OPG, either directly or through its subcontractors, to NV LP, PEC LP or BB LP, pursuant to the terms of this Agreement (the "**General Services**").

3.2 Scope

Except with the prior consent of the Parties, as evidenced by the issuance of an approved Work Estimate and Approval Form, this Agreement shall not apply to, and General Services shall not include, technical or other services estimated to cost in excess of \$200,000. General Services shall also not include any market related services from, or the sharing of any related information technology systems with, OPG or its affiliates (excluding NV LP and its subsidiaries).

3.3 Standard of Care

In the provision of the General Services to NV LP, PEC LP or BB LP by OPG hereunder, OPG shall exercise the degree of care, diligence and skill as would a reasonably prudent Person having responsibility for the provision of services of the nature of the General Services to a generating facility similar to the Facilities in comparable circumstances.

In the event of any breach of this Article 3.3 of this Agreement, provided none of NV LP, PEC LP or BB LP has delivered to OPG a timely notice as required herein, OPG shall at its own expense, re-perform the non conforming General Services. The remedy set forth in this Article 3.3 is the sole and exclusive remedy for such a breach.

ARTICLE 4 PROCESS

4.1 Request for General Services

General Services which are required by NV LP, PEC LP or BB LP and which can be provided by OPG shall be initially identified through verbal discussions. To formally request such General Services, any of NV LP, PEC LP or BB LP shall complete a Work Request Form indicating the project name, a brief description of the services required, and any timeline or other limitations or applicable conditions, including special terms and conditions. The Work Request Form shall then be forwarded to OPG's contact as set out on the form.

4.2 Definition and Estimation

Upon receipt of a Work Request Form from any of NV LP, PEC LP or BB LP, OPG will determine if it will provide an estimate in response. If so, it shall complete a Work Estimate and Approval Form confirming the work to be carried out and estimating the schedule, resources and total costs and price. The Work Estimate and Approval Form shall then be forwarded to NV LP, PEC LP or BB LP's contact as set out on the form.

4.3 Authorization

In response to a Work Estimate and Approval Form, NV LP, PEC LP or BB LP shall then indicate its approval to its terms and conditions by executing the form. The Work Estimate and Approval Form, when executed by both Parties and delivered to OPG, will serve as authorization for OPG to commence and carry out the General Services as specified therein.

4.4 Applicable Terms and Conditions

The General Services shall be performed in accordance with the terms and conditions of this Agreement. To the extent the Parties may mutually agree, the General Services may be subject to any additional or special terms and conditions as provided in the Work Estimate and Approval Form. Without limiting the generality of the foregoing, and for clarity, a Work Estimate and Approval Form may contain special terms and conditions applicable to the General Services described therein. To the extent such special terms and conditions are inconsistent or conflict with the terms and conditions in this Agreement, such special terms and conditions shall govern.

4.5 Price for Services

NV LP, PEC LP or BB LP agrees to pay, and OPG hereby agrees to accept as full payment for the General Services, the compensation and fees as set forth in the applicable Work Estimate and Approval Form.

The price for General Services may be fixed price or time and materials, as agreed in the applicable Work Estimate and Approval Form. In the case of General Services performed on a fixed price basis, subject to Article 5.2 below, the price includes all activities and materials required to perform the services, and the price will not be subject to adjustments for changes in any cost of the services to OPG without the written consent of NV LP, PEC LP or BB LP, as applicable.

Where the price for General Services is on a time and materials basis, the applicable labour or unit rates for the individuals providing the services shall be equal to OPG's Actual Labour Costs. In addition, and where applicable to General Services provided on a time and materials basis, NV LP, PEC LP or BB LP shall pay for all third party expenses incurred by OPG in providing those services together with the direct cost of any materials, equipment or other deliverables thereunder, all without mark-up for profit or otherwise.

4.6 Facility Policies and Procedures

If OPG provides General Services at the Facilities, OPG shall do so in accordance with the applicable party's policies and procedures, including security checks, that have been provided to OPG.

ARTICLE 5 PAYMENT

5.1 Invoices

Notwithstanding anything else in this Agreement, OPG shall invoice PEC LP for all General Services performed for any of NV LP, PEC LP and BB LP and invoices will indicate the price, labour-hours and fees or other compensation payable for provision of the services as provided in Article 4.5 above. OPG will provide invoices to PEC LP on a monthly basis, or as agreed from time to time, for all General Services provided.

5.2 Taxes

Any federal goods and services tax/harmonized sales tax which is payable in respect of the General Services shall be added to the invoices and each such invoice shall state separately the amount of such tax payable together with OPG's goods and services tax/harmonized sales tax registration number.

5.3 Payment of Invoices

PEC LP shall pay all invoices within thirty (30) days of receipt of the invoice.

ARTICLE 6 LIABILITY AND INDEMNIFICATION

6.1 Indemnity by PEC

PEC LP shall indemnify, defend and hold harmless OPG and its directors, officers, employees, subcontractors and agents from and against all Claims imposed upon or incurred by

OPG with respect to any personal injury or death of any individuals performing General Services pursuant to this Agreement, arising out of the gross negligence or willful misconduct of PEC LP during the Term of this Agreement.

6.2 Liability of OPG

OPG shall indemnify, defend and hold harmless the Atura Group from and against all Claims imposed upon or incurred by any member of the Atura Group by or in favour of a third party (including, without limitation, those Claims arising in favour of or brought by or on behalf of any of NV LP, PEC LP, BB LP, employees, agents, contractors, subcontractors or representatives), based upon, in connection with, relating to or arising out of the provision of the General Services, where and to the extent that any such Claim results from, arises out of or is attributable to the gross negligence or willful misconduct of OPG in the provision of the General Services.

6.3 Limitation of Liability

Subject to Article 6.5, the liability of OPG for all Claims by NV LP, PEC LP and BB LP against OPG arising in respect of this Agreement will not exceed:

- (a) an amount equal to the cumulative amount of all amounts paid or payable under this Agreement by NV LP, PEC LP or BB LP, as applicable, to OPG, exclusive of any goods and services tax/harmonized sales tax; and
- (b) the amount of insurance recoverable under this Agreement.

6.4 No Liability

Notwithstanding anything in this Agreement, OPG shall not be responsible to the Atura Group for any losses, damages, costs, expenses and injury of every kind and character:

- (a) to the property, facilities, equipment or materials (including, the Facilities) of any member of the Atura Group; or
- (b) except for third party Claims under Articles 6.2 and Claims under Article 7.3, resulting from Atura Group's access to or use of the Materials or the Intellectual Property.

6.5 Exceptions to Limitation

The limitation of liability set out in Article 6.3 will not apply, however, to:

- (a) third party Claims under Article 6.2; or
- (b) Claims suffered or incurred by a member of the Atura Group or any Claims made against any member of the Atura Group by any Person, to the extent arising in respect of the deliberate or willful breach of this Agreement by OPG.

6.6 Consequential Damages

Except for any third party Claims, and except to the extent recoverable under insurance required by this Agreement, no Party will be liable to another Party for any indirect or consequential damages.

6.7 Duty to Mitigate

Each Party has a duty to mitigate damages and shall use all commercially reasonable efforts to minimize any losses, costs, expenses, damages or other liabilities it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Ownership of Materials

The Parties acknowledge that OPG owns and possesses significant intellectual property, which may have applicability to the development, implementation and operation of NV LP, PEC LP and BB LP. All of the materials, literary works, and other works of authorship that are prepared for or delivered to NV LP, PEC LP or BB LP by OPG under this Agreement (such as test results, data, documentation, reports, drawings, programs, programming tools, presentation materials and summarized information) (the "**Materials**") shall be owned exclusively by OPG.

Furthermore, the Parties agree that OPG (either independently or jointly with other third parties) has all right, title and interest in Materials, including but not limited to:

- (i) any copyright;
- (ii) any idea, design, process, database, data, testing procedure, models, concept, technique, invention, discovery or improvement, whether or not patentable; and
- (iii) any other intellectual or proprietary right, that is inherent in the Materials (the "**Intellectual Property**").

7.2 Use of Materials

OPG retains the right to use the Materials and the Intellectual Property developed or owned by OPG and provided to NV LP, PEC LP or BB LP pursuant to this Agreement, and subject to applicable patents and copyrights, the Materials and Intellectual Property may be used freely by OPG.

Notwithstanding the above, OPG hereby grants to each of NV LP, PEC LP and BB LP, a limited licence during the Term of this Agreement and for as long as (as applicable) PEC LP operates the PEC Facilities or BB LP operates Brighton Beach Generating Station to use, execute, perform and display the Materials and the Intellectual Property, provided that such actions are for the sole purpose of operating and decommissioning the Facilities. Any other use of the Materials, including sublicense, transfer, copying or reproducing to any other third party, shall only be in accordance with terms to be negotiated by the Parties.

Should any of NV LP, PEC LP or BB LP wish to acquire any other rights of usage to the Materials or Intellectual Property, it may issue a notice to OPG pursuant to Article 8 of this Agreement and OPG may agree to enter into negotiation for such acquisition. Any such acquisition of rights shall be subject to terms to be negotiated on a case by case basis.

7.3 Warranty and Indemnity

OPG will pay all royalties, licence fees and other monetary amounts required in respect of the Materials and the Intellectual Property associated with the General Services.

OPG confirms that it owns or has obtained from third parties, duly authorised grants of all right, title and interest necessary to provide to NV LP, PEC LP or BB LP a licence regarding the Intellectual Property associated with the General Services in the manner set out in Article 7.2 of this Agreement.

OPG will, at its expense defend all claims, actions or proceedings against NV LP, PEC LP or BB LP based on any allegation that the Intellectual Property, or any part of the Intellectual Property, constitutes an infringement upon, or a misappropriation of any Intellectual Property and will pay to NV LP, PEC LP or BB LP, as applicable, all resulting costs, damages, charges and expenses incurred. NV LP, PEC LP or BB LP, as applicable, will give OPG written notice of any such claim, action or proceeding and at the request and expense of OPG, NV LP, PEC LP or BB LP, as applicable, will provide all available information, assistance and authority required to conduct its defence.

If all or any part of the Intellectual Property is finally determined to constitute an infringement or misappropriation of intellectual property rights, or if NV LP, PEC LP or BB LP, as applicable, is enjoined from using any of the Intellectual Property as a result of an infringement or misappropriation claim, OPG will at its expense promptly obtain for NV LP, PEC LP or BB LP, as applicable, the right to continue using the Intellectual Property or promptly modify or replace the noncompliant elements of the Intellectual Property to the extent necessary to render the Intellectual Property compliant, without adversely affecting the functional or performance capabilities of the Materials.

ARTICLE 8 ADDITIONAL TERMS

8.1 Termination

From and after the effective date of termination of this Agreement, OPG shall not be entitled to any further payments under Article 5 for the periods subsequent to the effective date of termination but shall be paid all fees accrued to the effective date of termination. OPG shall submit a final statement of fees to PEC LP within ninety (90) days of the effective date of termination and such fees shall be paid to OPG within thirty (30) days of receipt by PEC LP of such statement. All rights accruing prior to the effective date of termination and all indemnity rights and the provisions of Article 6 and Article 8.11 shall survive the effective date of termination.

8.2 Transfers on Termination

On termination, OPG shall co-operate to ensure an orderly and smooth transition of the provision of all General Services to NV LP, PEC LP or BB LP, as applicable, or to such party as

NV LP, PEC LP or BB LP may direct so as to ensure that any disruptions to the Facilities caused by the termination are minimized. Within thirty (30) days of the effective date of termination, OPG shall, to the extent that it is able, subject to legislative and contractual restrictions, deliver to and, where applicable, transfer into the name of NV LP, PEC LP or BB LP, as applicable, or as NV LP, PEC LP or BB LP may in writing direct, all property and documents of NV LP, PEC LP or BB LP then in the custody of OPG.

8.3 Confirmation of Records

During the term of the Agreement, and only in respect of General Services invoiced on a time and materials basis, PEC LP shall have the right to reasonable access to the books, records and accounts maintained by OPG related to provision of the General Services to verify the accuracy of the hours and expenses as invoiced by OPG. PEC LP will provide OPG with thirty (30) days notice of any such request to verify the records.

8.4 Subcontracting

NV LP, PEC LP and BB LP acknowledge OPG's requirement to subcontract certain of the General Services to meet its obligations under this Agreement. OPG shall, in entering into any such contractual agreement with a subcontractor, ensure that such subcontractor is subject to the applicable terms and conditions of this Agreement including but not limited to all confidentiality requirements.

8.5 Assignment

This Agreement shall not be assigned by any Party without consent of the other Parties, which consent shall not be unreasonably withheld, provided that no Party may assign its interest in this Agreement to an affiliate.

8.6 Counterparts and Entire Agreement

- (a) This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed to be an original by the Parties, but all of which shall be considered one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed to be an original signature; and
- (b) This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

8.7 Notices

All notices hereunder shall be deemed given if in writing and delivered personally or sent by email, courier or by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address as shall be specified by like notice):

- (a) if to OPG, to:
Ontario Power Generation Inc.
700 University Avenue

Toronto, Ontario M5G 1X6

Attention: Senior Vice President, Renewable Generation
Email: nicolle.butcher@opg.com

- (b) if to NV LP, PEC LP or BB LP to:
Atura Power
1415 Joshuas Creek Drive, Unit #101
Oakville, ON L6H 7G4

Attention: President
Email: Chris.Fralick@aturapower.com

Any notice given by mail, email or other electronic means shall be effective when received. Each Party may, by giving notice thereof to the other Party, change its address for notice, or designate to which notices must be directed, at any time.

8.8 Governing Law and Disputes

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- (b) If there is a dispute between the Parties in connection with this Agreement, the Parties will, acting reasonably and in good faith, use all reasonable efforts to resolve the dispute as soon as possible by negotiation.

8.9 Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) suitable and equitable provisions shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8.10 Amendment, Modification and Waiver

Any amendments, modifications and waivers of this Agreement shall be done in writing and executed by all Parties.

8.11 Confidential Information

This Agreement and any Materials created hereunder shall be deemed to be Confidential Information and, for the term of this Agreement and a period of one (1) year after termination of this Agreement, none of NV LP, PEC LP and BB LP, without the consent of OPG, and vice versa, will divulge or communicate to any person or entity or exploit for any purpose whatsoever any

Confidential Information disclosed to it by the other Party or any Confidential Information obtained or produced in relation to the Agreement. Such prohibition does not prevent the disclosure of Confidential Information:

- (a) to officers, employees, advisers or contractors engaged by any of the Parties in connection with the Agreement, or to the partners of NV LP, PEC LP or BB LP, and who are made aware of the confidential nature of the Confidential Information; or
- (b) which is ordered or required by any Applicable Law or Governmental Authority or in accordance with the requirements of any recognized stock exchange.

Each of OPG (excluding, for greater clarity, NV LP and its subsidiaries), on one hand, and NV LP and its subsidiaries, on the other, will not disclose to the other any competitively sensitive information including information regarding electricity bid and offer strategies, electricity offer prices and quantities, gas procurement strategies and outage plans, unless such information is shared in accordance with the ring-fence conditions in its respective OEB licence and/or the applicable ring-fencing plan.

For greater clarity, OPG will not use any Confidential Information obtained under this Agreement to, what could reasonably be, the detriment of NV LP, PEC LP and BB LP.

8.12 OPG's Insurance

During the term of this Agreement, OPG shall, at its sole expense, maintain in full force and effect at all times during the performance of the General Services insurance coverages with terms, conditions and limits as set forth below, with insurers and under forms of policies reasonably satisfactory to PEC LP and BB LP:

- (a) Commercial General Liability Insurance having an inclusive limit of five million dollars (\$5,000,000) per occurrence, including personal injury and property damages for activities not related to the General Services;
- (b) Automobile Liability Insurance on all vehicles used in connection with the General Services, whether owned, leased or rented by OPG, which insurance shall have a limit of five million dollars (\$5,000,000) in respect of bodily injury (including passenger hazard) and property damage resulting from any one accident; and
- (c) Workers' Compensation insurance according to the jurisdiction in which the General Services are being performed.

At the request of PEC LP or BB LP, OPG shall deliver to PEC LP certificates evidencing the aforementioned policies. Insurance described under clause (a) above shall include PEC LP, BB LP, their employees and subcontractors as additional insureds.

In addition to the above, each policy shall include a clause specifying that the insurer(s) shall endeavour to provide not less than thirty (30) days advance notice in writing to PEC LP and BB LP prior to cancellation, termination or material alteration of said policy of insurance.

The requirements contained herein as to policy types, limits, terms and conditions as well as PEC LP's or BB LP's approval of insurance coverage to be maintained by OPG are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by OPG elsewhere under this Agreement.

Regardless of OPG's requirements as to insurance set out in this Article 8.12, insolvency, bankruptcy or failure of any insurer to pay any claim that may arise shall not constitute a waiver by PEC LP or BB LP of any of the provisions of this Agreement.

OPG is responsible for any and all deductibles from the above insurance policies.

8.13 PEC LP's and BB LP's Insurance

During the Term of this Agreement, PEC LP and BB LP shall, at its sole expense, maintain in full force and effect at all times during the performance of the General Services insurance coverages with terms, conditions and limits as set forth below, with insurers and under forms of policies reasonably satisfactory to OPG.

- (a) Commercial General Liability insurance having a minimum inclusive limit, for personal injury and property damage, of at least ten million dollars (\$10,000,000) per occurrence. This insurance shall be on a broad Canadian manuscript policy form which shall include but not be limited to the following:
 - (i) Contractual Liability;
 - (ii) Products/Completed Operations Liability;
 - (iii) Employers Liability;
 - (iv) a Cross Liability and Severability of Interests clause; and
 - (v) that it is primary insurance for all insureds without any pro-rata consideration from any other similar insurance carried by OPG or any of the other insureds.

This policy will be primary and include OPG as an additional named insured.

- (b) Property "All Risks" physical damage insurance, covering, without limitation, breakdown of electrical and mechanical systems, all materials, supplies, equipment, machinery, pipe, appurtenances and other similar property. This policy will be primary and include OPG as an additional insured as its interest may appear with a waiver of subrogation against all insured Parties hereunder.
- (c) Environment/Pollution Liability Insurance, providing coverage for first party property damage and site clean-up and any third party claims for bodily injury, property damage and clean-up for pollution and environmental incidents arising out of the operation of the Facilities, with a limit of not less than five million dollars (\$5,000,000) per occurrence and in the aggregate. The policy will be primary and include OPG as an additional insured.

At the request of OPG, PEC LP shall deliver to OPG a non-priced certified copy of said Property All Risk Insurance policy and said Commercial General Liability insurance policy, both of which shall contain an article specifying that the insurer(s) shall endeavour to provide not less than thirty (30) days advance notice in writing to OPG prior to cancellation, termination, or material alteration of said policies of insurance.

In the event of a loss under the above described policies, PEC LP or BB LP, as applicable, shall give immediate notice to OPG, and shall assist and cooperate in the timely settlement of any claim hereunder. PEC LP and BB LP are responsible for any and all deductibles from the above insurance policies.

8.14 No Joint Venture, Partnership, etc.

Nothing contained herein shall be construed as creating any joint venture, partnership, agency or joint and several liability among the Parties.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives on behalf of each of the Parties hereto as of the date first written above.

PORTLANDS ENERGY CENTRE L.P., by its general partner, **PORTLANDS ENERGY CENTRE INC.**

Per: 

Name: Chris Fralick
Title: President

BRIGHTON BEACH POWER L.P., by its general partner, **BRIGHTON BEACH POWER LTD.**

Per: 


Name: Chris Fralick
Title: President

NV LP, by its general partner, **2685277 ONTARIO INC.**

Per: 

Name: Chris Fralick
Title: President

ONTARIO POWER GENERATION INC.

Per: 

Name: Nicolle Butcher
Title: SVP - Renewable Generation & Power Marketing

Exhibit A - Work Request Form

General Service Agreement – Services Request Form

GSA Tracking Number:

Description/Scope of Work (Requestor to complete)

(What, When, Where, Purpose, etc.)

PEC BBP HHGS NGS All Atura / Common Support

.....

Start of Work

Does the Work need to be completed as soon as possible: YES NO

Regulatory Business Loss of Production

Please explain urgency:

Positions Who Would Perform Work and Numbers Required (identify trades / specialty skills to complete)

.....

Is it possible for this work to be completed by?

Regular Staff If no, explain:

Temporary Staff If no, explain:

Recommendation & Rationale:

.....

Complete the following estimates for this work (assuming proceeding to an external company):

Cost of Work: Labour \$.... Non-Labour \$.....

Number of Field Hours

Informed PWU local steward (if applicable): Date: DD/MMM/YY

Prepared by:

Reviewed by:

Requestor

Human Resources Manager

Forward completed form to Integration Manager and HR Manager, to be filled in HR LOF.

Exhibit B - Work Estimate and Approval Form

The attached form is used to define work scope and labour details and to estimate schedule and costs in response to a Work Request under the terms of the General Services Agreement. Once approved, the Parties will execute the form. The executed form will be the approval to OPG to commence the work.

WORK ESTIMATE AND APPROVAL FORM

General Information

| | |
|------------------------|---------------------------|
| Date: | Work Order Number: |
| OPG Contact: | Atura Contact: |
| OPG WO Manager: | Atura WO Manager: |

Contract Type

Fixed Price
 Time & Material
 3rd Level Support “Technical Support”
 T&M
 Supplementary Staff
 Other, please specify:

| | | |
|-------------------------|--------------------|------------------|
| Contract Period: | Start Date: | End Date: |
|-------------------------|--------------------|------------------|

Work Description Summary:

Signatures of Agreement

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>[to be filled in, depending on which entity requesting services] (Atura):</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date MM-DD-YYYY</p> | <p>Ontario Power Generation Inc (OPG):</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date MM-DD-YYYY</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Detailed Work Description |
|-----------------------------------------------------|
| <input type="checkbox"/> Refer to Work Request Form |
| SCOPE OF WORK |
| <ul style="list-style-type: none">• |

| Other Supporting Documentation |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Additional relevant PEC project information, policies, procedures, standards that OPG requires to complete the Work Estimate and Approval Form. |
| SAFETY |
| <ul style="list-style-type: none">○ |

| Pricing Detail |
|----------------|
| |

| Specific Terms & Conditions |
|-----------------------------|
| |

AMENDING AGREEMENT

This "**Amending Agreement**" is entered into as of **November 19, 2024** and is effective as of **April 29, 2024** (the "**Effective Date**") between

ONTARIO POWER GENERATION INC. ("OPG")

and

NV LP ("NV L.P.")

and

PORTLANDS ENERGY CENTRE L.P. ("PEC L.P.")

and

BRIGHTON BEACH POWER LP ("BB L.P." and, together with OPG, NV L.P., and PEC LP, the "Initial Parties**")**

and

ATURA H2 L.P. ("AH2 L.P." and, together with the Initial Parties, "All Parties**")**

Recitals

- A. The Initial Parties entered into the Second Amended and Restated General Services Agreement, dated May 11, 2021 and effective April 29, 2020 (the "**Agreement**"), whereby OPG may, from time to time, provide services to NV L.P., PEC L.P., and BB L.P.
- B. The Agreement expired on April 28, 2024, and, in accordance with Section 2.1 of the Agreement, the Initial Parties wish to amend the Agreement to extend the Term for an additional four (4) years with successive automatic extensions.
- C. AH2 L.P. wishes to become a Party to the Agreement and the Initial Parties agree to add AH2 L.P. as a Party to the Agreement.
- D. By executing this Amending Agreement, All Parties will extend the Term of the Agreement and AH2 L.P. will become a Party to the Agreement, on the terms and conditions set out in this Amending Agreement.

Therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which is hereby acknowledged), All Parties agree as follows:

1. Interpretation

Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

2. Article 2 – Term

Section 2.1 of the Agreement is deleted in its entirety and replaced with the following:

“The term of this Agreement shall commence on April 29, 2024 and continue for four years until and including April 28, 2028 (the "**Term**"). The Term will continue to automatically extend for successive four (4) year terms unless terminated earlier by a Party with ninety (90) days’ prior written notice to the other Party, or at any time upon mutual consent of the Parties in writing.”

3. Additional Party to the Agreement

All Parties hereto confirm and agree that, upon execution and delivery of this Amending Agreement, AH2 L.P. is hereby added as a “Party” to the Agreement, as fully and with the same force and effect as if AH2 L.P. had originally executed and delivered a counterpart thereof, and that the defined term “Parties” shall be deemed to include AH2 L.P.

4. Services continued under the Agreement

The provisions of this Amending Agreement are effective as of the Effective Date. For the avoidance of doubt, All Parties agree that any services provided by OPG to NV L.P., PEC L.P., or BB L.P., in the period between the expiry of the Agreement and the execution of this Amending Agreement, shall be deemed to have occurred under the Agreement.

5. General


- (a) Except as herein provided, the terms and conditions of the Agreement shall continue in full force and effect, unamended.
- (b) This Amending Agreement may be executed in one or more counterparts and may be delivered by electronic means, each of which shall be deemed an original and all of which when, taken together, shall constitute one and the same instrument.
- (c) This Amending Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF All Parties have executed this Amending Agreement made as of the date first written above.

ONTARIO POWER GENERATION INC.

NV L.P., by its general partner, **2685277 ONTARIO INC.**

Per: 
Name: Nicolle Butcher
Title: Chief Operations Officer
I have authority to bind the Corporation

Per: _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

PORTLANDS ENERGY CENTRE L.P., by its general partner, **PORTLANDS ENERGY CENTRE INC.**

BRIGHTON BEACH POWER L.P., by its general partner, **BRIGHTON BEACH POWER LTD.**

Per: _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

Per: _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

ATURA H2 L.P., by its general partner, **ATURA HYDROGEN INC.**

Per: _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation


Signature page – Amending Agreement

IN WITNESS WHEREOF All Parties have executed this Amending Agreement made as of the date first written above.

ONTARIO POWER GENERATION INC.


NV L.P., by its general partner, **2685277 ONTARIO INC.**


Per: _____
Name: Nicolle Butcher
Title: Chief Operations Officer
I have authority to bind the Corporation

Per:  _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation


PORTLANDS ENERGY CENTRE L.P., by its general partner, **PORTLANDS ENERGY CENTRE INC.**

BRIGHTON BEACH POWER L.P., by its general partner, **BRIGHTON BEACH POWER LTD.**

Per:  _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

Per:  _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

ATURA H2 L.P., by its general partner, **ATURA HYDROGEN INC.**

Per:  _____
Name: Shelley Babin
Title: President and CEO
I have authority to bind the Corporation

Signature page – Amending Agreement

AMENDED AND RESTATED BUSINESS AND SERVICES AGREEMENT (the "Agreement")

THIS AGREEMENT made as of the 31 day of July, 2020.

BETWEEN:

ONTARIO POWER GENERATION INC., a Corporation incorporated under the laws of the Province of Ontario, Canada

(hereinafter called "**OPG**")

- and -

LAURENTIS ENERGY PARTNERS INC., a Corporation incorporated under the laws of the Province of Ontario, Canada

(hereinafter called "**LEP**").

WHEREAS

1. OPG is a power generating company having personnel with experience in the nuclear, hydroelectric and thermal industry and associated support infrastructure.
2. LEP, a wholly owned subsidiary of OPG, is a company organized to provide operation, management, emergency planning, construction, development, operation, maintenance, inspection and technical services to the nuclear, hydroelectric and thermal industry.
3. To perform these services, LEP wishes to have access to personnel and certain equipment or materials and procure a range of professional and corporate support services from OPG.
4. OPG agrees to provide personnel and certain equipment or materials and supply these professional and corporate support services to LEP, if and when available.
5. OPG also wishes to retain LEP from time to time to provide, and LEP agrees to supply to OPG, LEP Services (as defined below) in accordance with this Agreement.
6. The parties entered into an agreement to set out the terms and conditions upon which OPG would provide such personnel, certain equipment or materials and services to LEP dated as of May 28, 2012 (the "Original Agreement").
7. The Original Agreement was amended and restated by agreement dated as of December 23, 2015 and was amended by Amendment 2 dated as of December 30, 2017 and Amendment 3 dated as of July 22, 2020 (the "Amended Agreement").
8. OPG and LEP now wish to amend and restate the Amended Agreement as set out herein in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto) the parties covenant and agree each with the other as follows:

ARTICLE 0.1 APPLICATION

- 0.1.1 This Agreement governs:
- 0.1.2.1 OPG's provision to LEP of personnel and certain equipment or materials, access to OPG property and assets, and professional and corporate support services; and
 - 0.1.2.2 LEP's provision of LEP Services to OPG.
- 0.1.2 The process for requesting, releasing and recording services to be provided under this Agreement is set out in Appendix A.

ARTICLE 1 PROVISION OF PERSONNEL

- 1.1 LEP Support Employees. Subject to the terms and conditions herein, OPG will provide or arrange for the provision of existing OPG employees or other OPG labour resources to LEP, as may be requested by LEP. Existing OPG employees may provide support in executing and managing LEP's operations on a full-time basis ("Secondments") or perform discrete work characterized by tasks, activities, or duties for or on behalf of LEP, including to parties with whom LEP has a commercial relationship for the provision of services ("Operational Resources"). Collectively, Secondments and Operational Resources represent "**LEP Support Employees**".
- 1.2 OPG Support Employees. Subject to the terms and conditions herein, LEP will provide or arrange for, from time to time, the provision of existing LEP employees or other LEP labour resources to OPG, as requested by OPG (collectively, "OPG Support Employees") to perform duties for or on behalf of OPG, including to parties with whom OPG has a commercial relationship for the provision of services. In doing so, LEP will also provide OPG with an estimate of costs OPG, can expect to incur in procuring this service.
- 1.3 Annual Employee Plan. LEP shall deliver to OPG an annual employee resourcing plan setting out expected Secondments requirements for internal business support and Operational Resources requirements, including for commercial or technical support needs arising from possible commercial opportunities for the upcoming year. Upon receipt of the LEP employee plan, OPG shall review and notify LEP of any anticipated resourcing constraints. For clarity, the employee plan is expected to be provided as part of the annual business planning process completed by LEP in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. LEP and OPG shall coordinate throughout the term of this Agreement to ensure that LEP has continuous access to OPG's employee resources subject to the qualifications set out in Section 1.3.
- 1.4 LEP Support Employee Assignment Requests. LEP shall make all LEP Support Employee requests to OPG as promptly as possible. Such request shall specify the number of LEP Support Employees needed, the expected duration of such requested services and the type of services that will be performed by the requested LEP Support Employees. The parties agree that the choice of which employee and how many employees are made available as LEP Support Employees is subject to the mutual approval of both parties. Notwithstanding the foregoing, OPG is under no obligation to provide any employees to LEP if such resource allocation would result in an impact to the current service standard levels provided at OPG's facilities, or would represent a reasonable risk to the safe operations of OPG's facilities.

- 1.5 LEP Support Assignment Agreement. OPG will enter into a subcontract agreement, secondment agreement, work assignment or such other form of agreement or document agreed to between LEP and OPG (a “**LEP Support Assignment Agreement**”) to document the terms of any LEP Support Employee assignment. LEP Support Assignment Agreements will be among LEP and OPG, and if necessary, the applicable LEP Support Employee, and will specify that the LEP Support Employee will be working on behalf of LEP, identifying the work locations designated by LEP, and other terms of the assignment agreeable to OPG, LEP and the LEP Support Employee, if applicable. Each LEP Support Assignment Agreement shall ensure that LEP’s confidentiality obligations to third party clients will be adhered to by such LEP Support Employee. All LEP Support Employees will remain employees of OPG and not become employees, servants or agents (except to the extent expressly specified in the applicable LEP Support Assignment Agreement) of LEP. All pay and benefits of the LEP Support Employees will continue to be the responsibility of OPG.
- 1.6 Invoices and Expenses. OPG will, in accordance with Article 7 or as otherwise agreed to between LEP and OPG, invoice LEP at the greater of:
- 1.6.1 the market price for providing those services as appropriate, and
 - 1.6.2 all costs incurred by OPG in providing the services including:
 - 1.6.2.1 OPG’s applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs incurred by OPG with respect to the administration of the employees incurred by OPG for each LEP Support Employee and any additional costs paid by OPG in accordance with the LEP Support Assignment Agreements for those LEP Support Employees;
 - 1.6.2.2 all third party expenses incurred by OPG in providing those services; and
 - 1.6.2.3 the direct cost of certain equipment or materials, or other deliverables used to provide the services.
- 1.7 Incurred Expenses. In the event that OPG reimburses the expenses incurred by LEP Support Employees while working for LEP, in accordance with the terms of the LEP Support Assignment Agreement, LEP will reimburse OPG for such expenses in accordance with the terms of the Services Appendix (As defined under Article 4A).
- 1.8 Service Standards. LEP Support Employees will follow, at a minimum, the principles contained in OPG’s Safe Operations Rules, OPG’s Code of Business Conduct, LEP’s Code of Business Conduct and all applicable quality assurance programs implemented by either OPG or LEP’s clients. In addition, LEP will ensure that all LEP Support Employees comply with the safety programs of the applicable jurisdiction in which they are performing services on behalf of LEP.
- 1.9 The parties agree that the work and services provided by LEP Support Employees are separate and distinct from the Professional and Corporate Services provided by OPG to LEP in accordance with Section 3 and shall be invoiced by OPG separately from such Professional and Corporate Services.
- 1.10 OPG acknowledges and agrees that the Employee resources contemplated in this Agreement may be characterized by LEP to third party clients as a prime contractor subcontractor relationship. OPG will provide such further assurances of such arrangement, as may be reasonably requested by LEP.

ARTICLE 2 PROVISION OF CAPITAL EQUIPMENT

- 2.1 Allocated Equipment. Subject to the terms and conditions herein, upon request from LEP, OPG will rent, lease or sell, as applicable, from time to time, certain equipment or materials (“**LEP Allocated Equipment**”) to LEP so that it can provide services to third parties for the purposes of carrying on LEP’s business activities. LEP Allocated Equipment shall include all necessary licenses, permits and approvals related to the transfer and use of such equipment, to the extent such licenses, permits and approvals can be transferred to, or otherwise relied on by, LEP.
- 2.2 Annual Equipment Plan. LEP shall deliver to OPG an annual equipment plan setting out potential equipment resource requirements for the upcoming year. Upon receipt of the LEP equipment plan, OPG shall review and notify LEP of any anticipated resourcing constraints and identify any potential contingency resources that may be available for such year. For clarity, the annual equipment plan is expected to be provided as part of the annual business planning process completed by LEP in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. LEP and OPG shall coordinate throughout the term of this agreement to ensure that LEP has continuous access to OPG’s equipment resources subject to the qualifications in Section 2.3.
- 2.3 Equipment Requests. LEP shall make all requests for certain equipment and material to OPG as promptly as possible. Such request shall specify the type of equipment or materials requested, the location such equipment or material will be used at, the expected duration such equipment or material will be needed and the preferred nature of the equipment or material agreement (i.e. rental or sale). OPG is under no obligation to provide any LEP Allocated Equipment if such resource allocation would result in an impact to the current service standard levels provided at OPG’s facilities, would represent a reasonable risk to the safe operations of OPG’s facilities.
- 2.4 Allocated Equipment Agreements. Upon receipt and approval of a request for LEP Allocated Equipment from LEP, OPG will document the terms and condition of the rental or sale agreement, as applicable, between LEP and OPG (a “**LEP Allocated Equipment Agreement**”). Any and all costs incurred by OPG to rent or sell LEP Allocated Equipment to LEP will be borne wholly by LEP, including, without limitation the cost of all activities required to document, supply and deliver the LEP Allocated Equipment, all applicable freight, insurance, taxes and other charges incurred by OPG and reasonable wear and tear costs. Except as otherwise specified herein, LEP Allocated Equipment will be rented or sold, as applicable, at OPG’s net book value by applying the remaining useful life to determine the calculated cost of such LEP Allocated Equipment, including a return on invested capital.
- 2.5 Ownership. Except as otherwise provided in a LEP Allocated Equipment Agreement, the LEP Allocated Equipment is, and shall at all times be and remain, solely and exclusively the property of OPG, and no right, title or interest in the LEP Allocated Equipment shall pass to LEP other than the right of LEP to possess and use the LEP Allocated Equipment for the term as provided in the LEP Allocated Equipment Agreement or as otherwise agreed to between OPG and LEP. The LEP Allocated Equipment shall remain personal property notwithstanding that the LEP Allocated Equipment or any part of the LEP Allocated Equipment may be affixed or attached to any other personal or real property.
- 2.6 Liability and Insurance. LEP shall be liable to OPG for all loss or damage (reasonable wear and tear excepted), cost, expense, charge, fine or penalty arising out of the LEP Allocated Equipment for the duration such LEP Allocated Equipment is in the custody and control of LEP. LEP shall give OPG notification of any loss or damage promptly upon LEP becoming aware of same. In the event of any such loss or damage, LEP shall pay to OPG the cost of either repairing or replacing the LEP Allocated Equipment or portion thereof that is subject to the loss or damage. LEP Allocated

Equipment will be and remain at the risk of LEP until returned to OPG in accordance with the LEP Allocated Equipment Agreement. LEP will continue in full force and effect all insurance policies required in accordance with the LEP Allocated Equipment Agreement and give all notices and present all claims under all insurance policies in due and timely fashion.

ARTICLE 2.1
NUCLEAR LIABILITY PROTECTION FOR LEP AND ITS SUBCONTRACTORS OR SUPPLIERS

For purposes of this Article 2.1:

“Losses” means any and all losses of any kind or nature, including but not limited to economic loss, damage to property, personal injury, psychological damage, the cost of measures of reinstatement of impaired environment, cost of preventative measures and loss of income; provided, further, that nothing is excluded from the ambit of Losses, including heads of damage which are traditionally not recoverable at law. Losses includes but is not limited to damages, injuries, Claims (to include any costs incurred in respect thereof), demands, costs, adverse judgments, findings or rulings, penalties, expenses, payments, liabilities, whether personal, economic or preventative, direct or consequential, and whether incurred through settlement, in a court of law, in arbitration, in a regulatory proceeding or as a result of the directive, determination, finding, or order of a Governmental Authority or any obligation imposed by operation of any applicable law, or otherwise.

“Nuclear Damage” means any Losses, of any kind, to the extent that the Losses arise out of or result from a Nuclear Incident at an OPG facility.

“Nuclear Incident” means, in respect of the Nuclear Installation, any of the following, or any combination thereof:

- a) a “nuclear incident” as defined under the Nuclear Liability and Compensation Act (Canada) or a nuclear liability convention; or
- b) any emission of ionizing radiation from any source of radiation within, or released from, the Nuclear Installation; or
- c) any occurrence involving Nuclear Material to the extent that such occurrence arises out of, or results from, or is connected with the radioactive properties, or a combination of the radioactive properties, and any toxic, explosive or other hazardous properties of, such Nuclear Material; or
- d) any occurrence involving both non-nuclear material and, as described in (c) above, Nuclear Material, to the extent that it cannot be identified as having been caused only by the non-nuclear material; or
- e) any occurrence elsewhere than on the site of the Nuclear Installation involving Nuclear Material which at the time of such occurrence:
 - 1) is being transported to or from such site;
 - 2) is being transported by or on behalf of any party, whether or not to or from

such site;

- 3) is Nuclear Material that has been on such site, or has been transported to or from such site, or has been transported by or on behalf of any party, whether or not to or from such site,

in each case to the extent that such occurrence arises out of or results from or is connected with the radioactive properties, or a combination of the radioactive properties and any toxic, explosive or other hazardous properties of, such Nuclear Material.

“Nuclear Installation” means any of the following:

- a) any Nuclear Reactor owned and operated by OPG;
- b) any factory using Nuclear Fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the re-processing of irradiated Nuclear Fuel owned and operated by OPG; and
- c) any facility where Nuclear Material is stored owned and operated by OPG.

“Nuclear Material” means any of the following:

- a) “nuclear material” as defined under the legislation of the Installation State;
- b) nuclear Fuel, other than natural uranium or depleted uranium, that can produce energy by a self-sustaining nuclear fission chain reaction outside a nuclear reactor either alone or in combination with another material; and
- c) radioactive products or waste.

“Operator” means, in relation to the Nuclear Installation, the person designated or recognized by the Installation State as the operator of that nuclear facility or who is otherwise the *de facto* operator of that nuclear facility.

- 2.1.1 The Parties expressly acknowledge and agree that in no event and under no circumstances shall LEP, irrespective of any of its activities, assume any role as Operator or be deemed to be an Operator of a Nuclear Installation.
- 2.1.2 The Parties acknowledge that OPG may, from time to time, allow LEP to access its Nuclear Installations and that Nuclear Damage may arise out of or relate to LEP’s potential activities and uses permitted or contemplated under the Agreement. As between the Parties, OPG shall be exclusively and absolutely liable for all Nuclear Damage, wherever suffered or incurred and however caused, and OPG waives all rights (both present and future) to make any claim against LEP in respect thereof. OPG shall indemnify, defend and hold harmless LEP from and against all Nuclear Damage wherever suffered or incurred and however caused, without limitation, as a result of, in respect of, or in any way related to, connected to, or arising out of LEP’s potential activities and uses permitted or contemplated under the Agreement.
- 2.1.3 LEP shall not have any liability for, and OPG shall waive all rights (both present and future) against LEP in respect of, loss of, or loss of use of, property at the Nuclear Installation, or to the means of transport, or to storage incidental to transport of Nuclear Material for which OPG is responsible at

law.

2.1.4 The parties acknowledge that LEP may be asked by its contractual counterparties to obtain from OPG certain waivers or indemnities in respect of Nuclear Damage. Where it is necessary to LEP's business and appropriate in the opinion of OPG's Law Division, OPG authorizes LEP to flow down nuclear liability protection to its subcontractors or suppliers up to the full measure of protection afforded to LEP under this Agreement. However, the degree of nuclear liability protection that OPG authorizes LEP to flow down to its subcontractors or suppliers in a given circumstance is in accordance with the following terms:

2.1.4.1.1 in respect of subcontractors or suppliers who have recently entered into a direct contract with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG has agreed to in such direct contracts with these suppliers or subcontractors; or

2.1.4.1.2 in respect of subcontractors or suppliers who have not recently entered into direct contracts with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG recently has agreed to in a direct contract with a similarly situated subcontractor or supplier.

ARTICLE 3 PROFESSIONAL AND CORPORATE SERVICES

3.1 Professional and Corporate Services. OPG will provide or arrange for the provision of professional and corporate services required in connection with the operation of the business interests of LEP and as requested by LEP. The fees for Professional and Corporate Services will be based on the actual fully burdened OPG labour rates per hour, and will include OPG's applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs incurred by OPG with respect to the administration of the services and will be charged on a monthly basis. LEP will be consulted prior to external services being retained or consulted.

ARTICLE 4A LEP PROVISION OF SERVICES AND GOODS

4A.1 In this Section 4A, the following terms have the respective meanings set out below:

4A.1.1 “**Applicable Laws**” in respect of any person, property, transaction or event, means: (1) all applicable laws, statutes, regulations, municipal by-laws and ordinances and treaties, including Environmental Laws; (2) any requirements under or prescribed by applicable common law, judgments, orders and decrees; (3) all Codes and Standards, applicable to that person, property, transaction or event at the applicable time and, whether or not having the force of law; and (4) all applicable Approvals.

4A.1.2 “**Approvals**” means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the Services as may be required by a Services Appendix, this Agreement or by any applicable governmental authorities having or purporting to have authority over

the subject matter contemplated herein

- 4A.1.3 “**Codes and Standards**” means all requirements, licences, requests, directives, rules, guidelines, standards, specifications, codes, instructions, circulars, manuals and procedures as may be required by a Services Appendix, this Agreement or by any applicable governmental authorities having, or purporting to have, authority over the subject matter contemplated herein.
- 4A.1.4 “**Environmental Laws**” means any Applicable Laws relating to the protection of the natural environment (including any species that might make use of it) or human health or the import, use, storage, transportation or disposal of any hazardous materials.
- 4A.1.5 “**Goods**” means any goods, materials, instruments, devices, articles, supplies and equipment, or components of any of them, delivered or required to be delivered OPG under a Services Appendix.
- 4A.1.6 “**LEP Personnel**” means all personnel used by LEP or assisting LEP in the provision of the LEP Services including any personnel, staff, labour and other employees of LEP or a Subcontractor and any Subcontractor who is an individual.
- 4A.1.7 “**Losses**” means all claims, demands, costs, penalties, expenses, liabilities, injuries, losses and damages (including all reasonable fees and charges of engineers, architects, accountants, lawyers and other professionals and experts).
- 4A.1.8 “**Services**” means providing all labour, materials, services, Goods, data, consumables and acts required to be supplied or performed by LEP a Services Appendix and the delivery of any submittals required to supply the Goods and Services in the prescribed manner.
- 4A.1.9 “**Site**” means the land or actual place designated by OPG for the performance of LEP services.
- 4A.1.10 “**Subcontractor**” means a person (including the person’s heirs, executors, administrators, personal and legal representatives, successors and permitted assigns) who supplies or performs any LEP Services under an agreement with LEP, another Subcontractor or a combination of LEP and another Subcontractor.
- 4A.2 For the purposes of this Agreement “**Service Appendix**” means an OPG generated electronic or paper form in the form of “**Appendix A**” issued to LEP as evidence of an order for LEP Services under this Agreement.
- 4A.3 During the term, LEP may, from time to time, be retained by OPG to provide Goods and Services as described in a Service Appendix (the “**LEP Services**”).
- 4A.4 LEP will perform the LEP Services in accordance with the terms and conditions of this Agreement and any additional terms and conditions set out in the Service Appendix.
- 4A.5 **Change in the Services.** OPG may, without invalidating a Services Appendix, request LEP in writing to make changes in the Services. When a change causes an increase or decrease in the cost, scope or schedule, the Fees and schedule will be modified as agreed upon between LEP and OPG.

4A.6 Invoicing

- 4A.6.1 **Original Invoice.** On a monthly basis or the frequency set out in the Service Appendix, LEP will electronically submit to OPG an invoice containing:
- 4A.6.1.1 the total amount owing by OPG in accordance with the Service Appendix (showing separately all amounts due as Canadian goods and services tax/harmonized sales tax levied under the *Excise Tax Act* (Canada) and expressly stating any amounts invoiced in a currency other than Canadian dollars);
 - 4A.6.1.2 the OPG Service Appendix number and line number, if applicable;
 - 4A.6.1.3 LEP's full name and address;
 - 4A.6.1.4 the name of a contact individual at LEP, with a telephone number;
 - 4A.6.1.5 electronic transfer instructions;
 - 4A.6.1.6 LEP's invoice number (which must be unique for each invoice);
 - 4A.6.1.7 the invoice date (which must be the date the invoice is delivered);
 - 4A.6.1.8 the value of LEP Services provided in Canada and outside Canada, identified separately; and
 - 4A.6.1.9 LEP's 15 digit registration number for the purposes of Part IX of the *Excise Tax Act* (Canada).
- 4A.6.2 **Payment Terms.** OPG will aggregate all outstanding invoices received and accepted by OPG for payment before the 25th day of each month. Subject to any Applicable Laws, OPG will pay LEP this aggregate amount electronically on the 25th day of the following month. All payments are conditional, however, on LEP fulfilling its obligations and making satisfactory progress in providing the LEP Services before the date payment is made. OPG's will determine whether or not such obligations have been fulfilled and progress is satisfactory.
- 4A.7 **Fees.** In consideration of the provision of the LEP Services, OPG agrees to pay to LEP the fees that are set out in the applicable Service Appendix (the "**Fees**"), which Fees (i) will not exceed the market price as appropriate and (ii) will include payment for the completion of the LEP Services under the applicable Service Appendix and the preparation and delivery to OPG of all deliverables to be provided by LEP in connection therewith.
- 4A.14.1 The Fees will include:
 - 4A.7.1.1 LEP's applicable employee costs including salary, incentive compensation, standard LEP allocations for benefits and pension and any applicable overhead or administrative costs

incurred by LEP with respect to the administration of the employees incurred by LEP for each OPG Support Employee and any additional costs paid by LEP in accordance with the OPG Support Assignment Agreements for those OPG Support Employees;

- 4A.7.1.2 all third party expenses incurred by LEP in providing those services;
- 4A.7.1.3 the direct cost of certain equipment or materials, or other deliverables used to provide the services; and
- 4A.7.1.4 a return on invested capital as appropriate.

4A.14.2 Any and all costs incurred by LEP to rent or sell Goods to OPG will be borne wholly by OPG, including, without limitation the cost of all activities required to document, supply and deliver the Goods, all applicable freight, insurance, taxes and other charges incurred by LEP and reasonable wear and tear costs. Except as otherwise specified herein, Goods will be rented or sold, as applicable, at LEP's net book value by applying the remaining useful life to determine the calculated cost of such Goods, including a return on invested capital.

4A.14.3 In the event that LEP reimburses the expenses incurred by OPG Support Employees while working for OPG, in accordance with the terms of the OPG Support Assignment Agreement, OPG will reimburse the expenses incurred by OPG Support Employees incurred while working for OPG, in accordance with the terms of the Services Appendix.

4A.8 **No OPG Control Over LEP Services.** OPG will not supervise, direct and have control or authority over:

- 4A.8.1 the means, methods, techniques, sequences or procedures respecting the performance of the LEP Services by LEP; and
- 4A.8.2 the safety programs and precautions used in respect of the LEP Services, subject to OPG's rights and obligations under the Occupational Health and Safety Act (Ontario).

OPG will not be responsible for any failure by LEP to comply with any applicable laws or this Agreement in providing the LEP Services.

4A.9 **Extension of Term.** If the end of the term of the Agreement does not coincide with the end of the term of any Service Appendix, then this Agreement will automatically renew with respect only to the LEP Services to be completed under each such Service Appendix until such Service Appendix is fully completed by LEP in accordance with the terms of such Service Appendix and this Agreement.

4A.10 **Codes of Conduct.** LEP will:

- 4A.10.1 not take any action that would cause OPG to breach an obligation set out in OPG's Code of Business Conduct ("Code"); and
- 4A.10.2 comply with all of the obligations set out in OPG's Supplier Code of Business

Conduct (“**Supplier Code**”).

A current copy of the Code and the Supplier Code is located at www.opg.com, and a copy of each has been reviewed by LEP.

- 4A.11 **Permits, Laws and Regulations.** LEP will (and will cause each Subcontractor to) comply with all Applicable Laws and all standards, specifications, manuals or codes of any technical organization or governmental authority. LEP will obtain, at its cost, all permits and other consents required in respect of the LEP Services.
- 4A.12 **Cyber Security.** LEP will, at all times, conduct the LEP Services in accordance with the cyber security requirements set out in Appendix B attached hereto.
- 4A.13 **Workplace Safety and Insurance Board.** LEP will provide its Workplace Safety and Insurance Board account number to OPG before commencing the LEP Services at the Site. LEP and each Subcontractor will be and remain at all times in good standing with the Workplace Safety and Insurance Board. Before initial arrival on the Site, and every 90 days thereafter, LEP will submit a clearance certificate from the Workplace Safety and Insurance Board as to LEP’s status and that of all Subcontractors that will be providing LEP Services at the Site.
- 4A.14 **Health and Safety.** For all LEP Services provided by LEP on OPG premises, LEP will, at its expense: 4A.13.1 comply with all Applicable Laws and OPG’s safety requirements applicable to the LEP Services as set out in the Services Appendix;
- 4A.14.1 comply with all Applicable Laws and OPG’s safety requirements applicable to the LEP Services as set out in the Services Appendix;
 - 4A.14.2 ensure that all of the Contractor’s Personnel are equipped with all safeguards and personal protective equipment as may be necessary for the performance of the LEP Services;
 - 4A.14.3 rectify any failures to comply with any Applicable Laws or OPG’s safety requirements applicable to the LEP Services immediately when detected or directed by OPG;
 - 4A.14.4 upon request by OPG, provide OPG with required safety reports or notices relating to the LEP Services;
 - 4A.14.5 comply with any order to comply, stop work or any similar order or notice respecting the LEP Services issued by any governmental authority or by OPG;
 - 4A.14.6 co-operate with OPG in reporting and investigating safety violations caused by any act or failure to act of the LEP or any of its Subcontractors; and
 - 4A.14.7 to the extent that LEP or any of its Subcontractors were responsible for a safety violation, LEP will pay OPG for costs and expenses incurred to investigate, report and/or alleviate the safety violation.
- 4A.15 **Subcontractors and Contractor’s Personnel.**
- 4A.15.1 LEP will be fully responsible for all acts and omissions of each Subcontractor and

LEP Personnel and any such acts and omissions will be deemed to be those of LEP. Accordingly, respecting each obligation of the LEP under this Agreement or the Services Appendix, LEP will ensure that no LEP Personnel or Subcontractor will breach any such obligation.

- 4A.15.2 LEP will ensure that all of LEP Personnel engaged on the project will have the knowledge, abilities, experience and qualifications required for the Services and will be dedicated to the Services. LEP will provide such additional support as may be required from time to time for the LEP Services' proper performance.
- 4A.15.3 OPG may request, at its discretion, that LEP Personnel (including personnel of any Subcontractor) be changed. LEP will endeavor to accommodate such requests promptly.
- 4A.16 **Environment.** LEP will, at all times, perform the LEP Services in Accordance with Environmental Laws and any other environmental requirements as may be identified by OPG from time to time.
- 4A.17 **Foreign Nationals.** LEP will obtain at its cost all Approvals from all applicable governmental authorities respecting all foreign nationals who may be engaged in providing the LEP Services in Canada.
- 4A.18 **Intellectual Property.**
 - 4A.18.1 Each party and Subcontractor retains all Intellectual Property Assets to methodology, knowledge and data brought to the Services and used therein. No Intellectual Property Rights existing before the start of the Services are passed hereunder other than licences and rights to use Intellectual Property Rights as set out in this Agreement and the applicable Services Appendix.
 - 4A.18.2 All title and beneficial ownership interests to all Intellectual Property Rights which are created or otherwise arise in the provision or performance of the LEP Services will vest exclusively in, and remain with, LEP (the "**New Intellectual Property Rights**").
 - 4A.18.3 LEP will not do any act which may compromise or diminish the licences referred to in Section 4A.18.4 and will perform any acts required to confirm or document the licences referred to in Section 4A.18.4.
 - 4A.18.4 LEP represents and warrants that it owns or has obtained from third parties, duly authorized grants of all right, title and interest necessary to provide to OPG a licence regarding the Intellectual Property Rights associated with the Services in the manner set out in this Agreement and the applicable Services Appendix including waivers of moral rights for the benefit of OPG. LEP hereby grants to OPG a worldwide, non-exclusive, irrevocable, perpetual, royalty free and fully paid-up licence and uninterrupted right to use all such Intellectual Property Rights that are contained or embedded in, required for the use of, used in the production of, or required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Services. The rights granted under this paragraph include a right for OPG to: (i) make copies; and (ii) modify and create derivative works from the subject matter of the right. LEP will pay all royalties, licence fees and other monetary amounts required in respect of securing and

licencing the Intellectual Property Rights referenced in this Section 4A.18.4 and any other Intellectual Property Rights associated with the LEP Services.

- 4A.18.5 LEP will, at its expense, defend all claims, actions or proceedings against OPG relating to or based on any allegation that the LEP Services, or any part of the LEP Services, constitutes an infringement upon, or a misappropriation of any Intellectual Property Rights and will pay to OPG all resulting Losses incurred by OPG in respect of such claims, actions or proceedings. OPG will give LEP written notice of any such claim, action or proceeding and, at the request and expense of LEP, provide all reasonably available information, assistance and authority required to conduct its defence.
- 4A.18.6 If all or any part of the LEP Services are finally determined by any court, arbitrator, or administrative body to constitute an infringement or misappropriation of Intellectual Property Rights of a third party, or if OPG is enjoined by any means from using the LEP Services, any part thereof, or any Intellectual Property Rights embodied therein as a result of any claim of infringement or misappropriation, LEP will at its expense promptly: (i) obtain for OPG the right to continue using the LEP Services; (ii) replace the infringing elements of the LEP Services with non-infringing elements, while maintaining the full functionality, integrity and performance capabilities of the Services; or (iii) modify the LEP Services so that it no longer infringes, while maintaining the full functionality, integrity and performance capabilities of the LEP Services.
- 4A.19 **Indemnity.** LEP will indemnify and hold harmless OPG, from and against:
- 4A.14.1 all Losses suffered or incurred by OPG arising in respect of the Services, to the extent that any such Losses are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property, including any resulting loss of use thereof;
- 4A.14.2 all claims made against OPG by any person;
- 4A.14.3 all Losses suffered or incurred by OPG and all claims made against OPG by any person, to the extent arising in respect of a breach or threatened breach by LEP, any Subcontractor or any of LEP's Personnel, of Section 8 of the Agreement; and
- 4A.14.4 all Losses suffered or incurred by OPG and all claims made against OPG by any person to the extent arising in respect of any breach or threatened breach by LEP, Subcontractor or any of the LEP's Personnel, of Section 8 of this Agreement,
- but only to the extent such Losses or claims are attributable to a material breach of a Services Appendix by LEP or by any negligent act, negligent omission, fraud or willful misconduct of LEP, Subcontractor or any of LEP's Personnel. The obligations of LEP under this Section 4A.19 will not be affected in any way by any certificate, acceptance, approval, payment or any other act, matter or thing done or omitted under this Agreement, including any act by OPG.
- 4A.20 **Limitation of Liability.** Subject to Section 4A.21 , the liability of either party respecting all claims arising in respect of a Services Appendix will not exceed an aggregate amount equal to the Fees payable under such Services Appendix.

4A.21 **Exceptions.** LEP's limitation of liability set out in Section 9.1 will not apply to:

4A.21.1 LEP's indemnity obligations under Section 4A.19 with respect to third party claims;

4A.21.2 amounts recovered from insurance under this Agreement, with LEP acting diligently in pursuit of recovery from its insurers of indemnifiable claims arising under this Services Appendix, (or that would have been recovered had LEP complied with its obligations under Section 4A.22) to the extent of the limits specified in Section 4A.22; and

4A.21.3 Losses suffered or incurred by OPG or any claims made against OPG by any person, to the extent arising in respect of fraud, gross negligence, or willful misconduct by LEP or any of its Subcontractors.

4A.22 **Insurance.** LEP will maintain, or cause to be maintained, at its own expense, and shall cause its Subcontractors to maintain at all times during the term and any extension of this Agreement, the following insurance with reputable insurers whose policies are valid in the jurisdiction in which the Services are performed:

4A.22.1 commercial general liability insurance on an occurrence basis, with minimum limits of not less than \$5,000,000 per occurrence, covering bodily and personal injury, including death, and property damage, including resulting loss of use. Such policy will contain severability of interests and cross liability clauses and will name OPG as an additional insured with respect only to liability arising from the operations of LEP; and

4A.22.2 if motor vehicles are used by LEP in the performance of this Services Appendix, automobile insurance covering all owned and non-owned vehicles with a limit of not less than \$2,000,000.

Upon execution of this Agreement, and upon OPG's reasonable request thereafter, LEP will provide OPG with evidence of the required insurance in the form of certificates of insurance. LEP will ensure that all such policies will require that insurers endeavor to provide OPG with 30 days prior written notice of material change to or termination of any such policy

4A.23 **Consequential Damages Disclaimer.** Notwithstanding any other term in this Agreement or a Services Appendix, in no circumstances whatsoever will either party be liable to the other party for indirect, incidental or for consequential liabilities, damages, losses, costs or expenses, including loss of profit or revenues, loss of production, loss of use or any other similar damages or loss suffered or incurred by such other party, regardless of the legal theory upon which any such damages claim is based, even upon the fault, tort (including negligence), statute, regulation, or any other theory of law or strict liability.

4A.24 **Project Delivery.** LEP will diligent endeavor to complete the Services in accordance with the schedule set forth agreed to by the parties and, if necessary, will increase the level of effort/resources necessary to ensure the schedule is maintained. Any price or funding limitations, as outlined in a Services Appendix will not be exceeded without OPG's prior written authorization, notwithstanding any extra efforts required to maintain schedule. In the event of a delay or default in performance by LEP, OPG may, in its sole discretion, extent the time period for performance upon conditions satisfactory to OPG. Any extension granted by OPG will not prejudice its ability to exercise its termination rights in the event of further default or delay.

- 4A.25 **Accounts and Rights to Audit.** LEP will keep proper accounts and records of the Services in form and detail satisfactory to OPG. Such accounts and records, including invoices, receipts, time cards and vouches will at all reasonable times be open to audit, inspection and copying by OPG. Accounts and records will be preserved and kept available for audit until the expiration of two years from the date of completion or termination of the Services.
- 4A.26 **Early Termination.** OPG may terminate the any Services Appendix (“**Terminated Services**”) at any time before the end of a Services Appendix Term by giving notice of termination to LEP at least 30 days before the proposed early termination date. If OPG terminates the Services under this Section, OPG shall pay to LEP all Fees, Taxes and Late Payment Charges due for the Terminated Services up to the date of termination. OPG acknowledges that the Termination Fees are a reasonable estimate of LEP’s damages and represent consideration for the deliverables, and are not a penalty.
- 4A.27 **Force Majeure.** Neither LEP nor OPG will be liable to the other for loss, damage or delay in the Services, or non-performance of any contractual obligation caused by war, riot, the act or order of any competent civil or military authority, fire, flood, pandemic, epidemic or by any other cause which is unavoidable and beyond the party’s reasonable control. Both parties will be prompt in restoring normal conditions, re-establishing schedules, and resuming operations as soon as the interruptions have ceased. LEP will not be entitled to an extension of time for any delay covered in this Section 4A.27 unless notice of a claim thereof is given by LEP within 30 days after the commencement of the delay. The length of any such extension will be determined by OPG but will in no event be less than the length of such force majeure event.
- 4A.28 **Default by LEP.** Each of the following events and circumstances constitutes an event of default by LEP under the Services Appendix under which the event occurred (a “**LEP Event of Default**”):
- 4A.28.1 becoming subject to any act of insolvency or bankruptcy, dissolution or liquidation voluntary or otherwise;
 - 4A.28.2 having a receiver, trustee, custodian or similar agent appointed on account of insolvency or in respect of any property;
 - 4A.28.3 making a general assignment for the benefit of creditors;
 - 4A.28.4 committing a breach of Anti-Corruption Laws;
 - 4A.28.5 failing to comply with any reasonable request, instruction or order of OPG related to the Services;
 - 4A.28.6 failing to pay accounts relating to the Services as they come due in accordance with the relevant contract;
 - 4A.28.7 failing to comply with statutes, laws, regulations, bylaws or directives of competent authorities relating to the Services;
 - 4A.28.8 failing to perform the Services with skill and diligence;
 - 4A.28.9 any representation made by LEP herein that was intentionally false or misleading when made in any material respect;

4A.28.10 failing, neglecting, refusing or being unable at any time during the term to provide reasonably adequate LEP Personnel to perform the Services; or

4A.28.11 being otherwise in default in carrying out any of its obligations under this Services Appendix, whether such default is similar or dissimilar in nature to the causes listed previously and failing to remedy the breach to the satisfaction of OPG within ten business days following receipt of notice from OPG specifying the breach, or if the breach cannot be cured within such ten business day period, after such longer period of time as is reasonably required to cure the breach (but no longer than 60 days in any circumstances), so long as LEP diligently and constantly endeavours to cure the breach during such extended period.

Notice that LEP is in default will not be required if the default relates to the bankruptcy, insolvency or financial instability of LEP. Other than defaults arising from Sections 4A.28.1, 4A.28.2 and 4A.28.3, OPG will provide the LEP with ten days written notice. Any action by OPG under this Section 4A.28 will be without prejudice to OPG's other rights or remedies under this Contract or law or under any security held by OPG for performance of this Contract by LEP

4A.29 **Recommendations.** If the Services include the provision of recommendations by LEP to OPG, OPG acknowledges and agrees that LEP does not warrant the completeness or exhaustiveness of its recommendations, nor shall LEP be liable for any omissions. OPG further acknowledges and agrees that it shall be solely responsible for deciding whether and how to implement those recommendations, and for any business risks associated with such implementation. LEP assumes no responsibility for on-going management decisions, whether with respect to the implementation of its recommendations or otherwise, or any other results of the Services provided. OPG agrees that it shall not share the results of such recommendations outside of its organization.

4A.30 **OPG Obligations.** LEP shall be excused from its inability to perform the Services or to provide any other deliverable, or for any delay in the performance of the Services or the provision of any deliverable to the extent of, the following: (a) non-performance of or any delay or deficiency in the performance by OPG of a OPG obligation under a Services Appendix; (b) where OPG directs LEP to provide the Services in accordance with a prioritization that OPG has been advised by LEP could reasonably be expected to have an adverse impact on the planned provision of the Services; (c) any delays, errors, defects or other problems contained in the information, materials and/or instructions provided to LEP by OPG; or (d) any OPG suspension, delay or cancellation of Services, including failure to deliver contracted volumes of waste to LEP.

ARTICLE 4.1 INTELLECTUAL PROPERTY

4.1.1 For purposes of this Section 4.1, "**Intellectual Property Assets**" means any and all rights that are or may be granted to, or recognized for the benefit of, any party under any legislation regarding patents, copyright and any copyrightable subject matter (including moral rights), trade-marks, trade names, service marks, confidential information or trade secrets, industrial or, as applicable, patent designs, integrated circuit topography rights and any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights in any and all applications, registrations, re-issues, divisionals, continuations, continuations-in-part, renewals, re-examinations relating to the foregoing, and any and all rights in and to licenses and sub-licenses from third parties relating to the foregoing;

4.1.2 Recognizing that, from time to time, it may be desirable for LEP to sub-licence OPG Intellectual Property Assets to third parties, the parties hereto agree as follows:

- 4.1.2.1.1 Upon written authorization from the owner of the relevant Intellectual Property Assets, OPG hereby grants to LEP a perpetual, irrevocable, non-exclusive, royalty-free and fully paid up right and licence to use, sell, transmit or transfer the relevant Intellectual Property Assets and to sub-licence the right to use such Intellectual Property Assets to third Parties for such term as is suitable given LEP's commercial needs;
- 4.1.2.1.2 OPG and LEP hereby acknowledge and agree that OPG is and will remain the sole and exclusive owner of all right, title and interest in and to Intellectual Property Assets, subject only to the rights of third parties in any license agreement respecting the Intellectual Property Assets;
- 4.1.2.1.3 In consideration of OPG licensing the Intellectual Property Assets to LEP, LEP agrees to: (i) take all such steps as are reasonably required to safeguard the Intellectual Property Assets licensed to LEP from infringement, misappropriation, theft, misuse and unauthorized access; (ii) promptly notify OPG in writing if LEP becomes aware of any actual or suspected infringement, misappropriation or misuse of the Intellectual Property Assets; (iii) ensure that any agreement in which it sub-licenses OPG Intellectual Property Assets to third parties provides adequate protection for OPG's Intellectual Property Assets and such other protection from liability as is commercially reasonable; and (iv) pay to OPG at least 25% of the profits that LEP earns on the sub-licensing, sale, transmission or transfer of OPG Intellectual Property Assets.
- 4.1.2.1.4 Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any right, title or interest in or to the Intellectual Property Assets.

ARTICLE 5 TERM

This Agreement commenced on May 28, 2012 and shall terminate December 31, 2026, unless earlier terminated by the parties in writing, and subject to renewal with the mutual consent of the parties.

ARTICLE 6 TERMINATION

6.1 Notwithstanding Article 4, this Agreement may be terminated upon 30 days prior written notice by either party to the other party or upon the occurrence of the following events:

- (a) in the event the parties fail to agree to a revised Appendix A in accordance with the terms of Section 3;

- (b) in the event of a material default in the performance of the Agreement by such other party; or
- (c) by written notice effective immediately if the other party makes any extraordinary arrangement with its creditors generally, commits an act of bankruptcy, goes into liquidation or winding-up, has execution or distress levied upon any of its assets, or becomes unable to pay its debts, including its debts to the other party, as they fall due.

6.2 Upon termination of this Agreement pursuant to Section 6.1 ,

- (a) the provisions of this Agreement which are expressed to survive this Agreement or to apply notwithstanding termination hereof shall be observed by both parties hereto; and
- (b) neither party shall be liable to the other party, either for fees, expenses, other compensation, or damages of any kind or character whatsoever, whether on account of the loss by OPG or LEP of present or prospective profits or fees on sales or anticipated sales, or expenditures, investments, or commitments made in connection therewith, or in connection with the establishment, development, or maintenance of the business of any party, or on account of any other cause or thing whatsoever, provided that such termination shall not prejudice or otherwise affect the rights or liabilities of any party with respect to any indebtedness owing by either party to the other party at the time of termination.

ARTICLE 7 INVOICE AND PAYMENT

After the end of each month, OPG shall provide LEP with a notice (the “**Invoice**”) setting forth the total amount owing to OPG in respect of the LEP Support Employee services, charges for certain equipment or materials used by LEP, and the professional and corporate services provided during such month. The Invoice will be delivered within the first 15 days of the following month and LEP shall be required to review and comment on such Invoice within 15 days following receipt thereof. LEP shall pay all undisputed amounts payable under such Invoice on the twenty fifth day of such following month (the “**Due Date**”) (and if the Due Date is not a Business Day, the immediately following Business Day), and any disputed amounts shall be resolved in accordance with Article 10. Except as otherwise expressly provided herei “**Business Day**” means any day except a Saturday, Sunday, banking holiday or a statutory holiday in Toronto, Ontario and shall open at 8:00 a.m. and close at 5:00 p.m. local time. n, this is the only approved procedure by which LEP may compensate OPG under this Agreement. For clarity, OPG cannot charge costs to LEP by way of an accounting or book transfer.

ARTICLE 8 CONFIDENTIALITY

8.1 In the course of this Agre the OPG or LE (each a “**Disclosing Party**”) will disclose to the other party (each a “**Receiving Party**”) certain information (including applications of that information) which is confidential, a trade secret or otherwise proprietary to the Disclosing Party, including this Agreement (collectively, the “**Confidential Information**”). Confidential Information does not

include, however, information that the Receiving Party is able to demonstrate to the Disclosing Party's satisfaction, acting reasonably: (i) was or becomes generally known to the public through no fault of the Receiving Party or its respective shareholders, directors, officers, partners, members, representatives, agents, advisors or any of the Receiving Party's personnel or any other person for whom the Receiving Party is responsible at law; (ii) was specifically known by the Receiving Party before disclosure by the Disclosing Party and was not subject to any confidentiality obligation; (iii) was developed or ascertained independently without reference to the other party's Confidential Information; or (iv) was received from a third party without such third party being under a duty of confidentiality.

- 8.2 All Confidential Information remains, at all times, the exclusive property of the respective Disclosing Party. Except as expressly set out in this Agreement, a respective Receiving Party has no licence or other right to use or disclose any Confidential Information for any purpose whatsoever. Such Receiving Party may use Confidential Information only in respect of the preparation or provision of the goods, services and personnel as set out in this Agreement. Such Receiving Party will ensure that none of its current or former shareholders, directors, officers, partners, members, representatives, agents and advisors or any of its personnel or any other person for whom such Receiving Party is responsible at law will use any of the Confidential Information for any purposes other than those expressly set out in this Section 8.
- 8.3 At the Disclosing Party's request, the Receiving Party will promptly (and in any event, within ten business days of receipt of such request) return to the Disclosing Party or destroy, at the Disclosing Party's election, any and all Confidential Information belonging to the Disclosing Party, including all reproductions and any documents based on any of the Confidential Information, and will not retain any copies thereof provided that the Receiving Party may retain any copies of Confidential Information (a) required to comply with the requirements of any applicable legislation, other legal requirement, internal record retention policies or procedures or good governance, and (b) automatically created on the Receiving Party's computer systems by its normal back-up procedures for the period it normally archives backed-up computer records; however, such Confidential Information referred to in (a) and (b) remains confidential and subject to the terms of this Agreement. Promptly following delivery or destruction, as the case may be, on the request of the Disclosing Party, the Receiving Party will provide the Disclosing Party with written confirmation of completion.

ARTICLE 9 NOTICES

Unless otherwise provided herein, every notice provided for in this Agreement shall be in writing directed to the party to whom given, made or delivered at such party's address, by registered mail, by electronic mail or personally as follows:

If to OPG:

Ontario Power Generation Inc.
700 University Avenue, H19
Toronto, Ontario
M5G 1X6

Attention: Corporate Secretary
Email:

If to LEP:

Laurentis Energy Partners Inc.
700 University Avenue, H19
Toronto, Ontario
M5G 1X6

Attention: Corporate Secretary
Email: laurentis@laurentisenergy.com

Either party may change its address from time to time by giving written notice of such change to the other party. If any such notice is delivered by hand to an officer of the addressee, it shall be deemed to have been received by the addressee as soon as such delivery or transmission has been made to said officer.

ARTICLE 10 DISPUTE RESOLUTION PROCEDURE

In the event that a dispute arises concerning any of the matters set forth herein, OPG and LEP shall cause the representatives designated by it to prepare and circulate promptly to the President of OPG and the President of LEP a written statement setting forth its position on the matter in dispute and its reasons for adopting such position. Each such office shall use their best efforts to resolve the matter in dispute within ten (10) business days following their receipt of such statement. If such officers agree upon a resolution of the matter, each of OPG and LEP shall take such action and necessary steps to ensure that such resolution is fully and promptly carried into effect.

ARTICLE 11 COMPLIANCE WITH ANTI-CORRUPTION LAWS

- 11.1 Each party will comply with, and will take all reasonable measures to ensure that its employees; subcontractors, agents or other third parties subject to its control or determining influence will comply with, all applicable anti-corruption laws and policies, including the *Foreign Corrupt Practices Act* (U.S.), the *Corruption of Foreign Public Officials Act* (Canada), the *Bribery Act* (U.K.) and any applicable laws of similar effect of any other jurisdiction (collectively “**Anti-Corruption Laws**”), in connection with the services supplied hereunder.
- 11.2 Each party represents, warrants and undertakes that it has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance with Anti-Corruption Laws, including policies and procedures designed to ensure that all agents, consultants or other persons employed or acting on its behalf or facilitating the conduct of its business comply with Anti-Corruption Laws.

ARTICLE 12 GENERAL


- 12.1 Entirety. This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to the matters herein. All prior written or oral understandings, offers or other communications of every kind pertaining to the matters herein are abrogated and withdrawn.
- 12.2 Relationship. This Agreement shall not be construed to constitute a joint venture, partnership or

agency between OPG and LEP. LEP acknowledges that it does not have, nor hold itself out to others as having, authority to bind OPG to contracts, agreements or other obligations.

- 12.3 Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of OPG, LEP and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party.
- 12.4 Headings. Headings provided in this Agreement shall have no meaning and are included only to facilitate reading of the Agreement.
- 12.5 Controlling Law. This Agreement is and shall be deemed to be a contract entered into pursuant to the laws of Ontario and shall in all respects be governed and enforced in accordance with the laws of Ontario.
- 12.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed an original signature.
- 12.7 Separability of Clauses. Any provision or provisions of this Agreement which in any way contravene the law of any province, state or country in which this Agreement is effective shall, in such province, state or country, to the extent of such contravention of law be deemed separable and shall not affect any other provision hereof or the validity hereof.
- 12.8 Waiver. Either party may waive any right, interest, or condition of this Agreement which is for its benefit without implying the waiver of any other right or interest, or subsequent waiver.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

ONTARIO POWER GENERATION INC.

By: 
Name: Sean Granville
Title: Chief Operations Officer & Chief Nuclear Officer

By: _____
Name:
Title:

LAURENTIS ENERGY PARTNERS INC.

By: 
Name: Dominique Minière
Title: Chief Executive Officer

By: _____
Name:
Title:

APPENDIX A

Process for Requesting, Releasing and Recording Agreed Upon Services

As referenced in Article 0.1 of the Agreement, services can be requested by either party from time to time. Sections 1-5 describe how to request services, obtain approval and appropriately file the release. This process is necessary to ensure that both OPG and LEP understand what has been agreed to, the duration of each release and to allow the businesses to maintain a controlled listing of work currently being executed and work that needs to be planned. Some services may require that the parties develop additional forms of documentation to appropriately describe those services and agree upon the terms and conditions that apply to those services. In such cases a Work Request Form need not be completed.

1. Request for Services

Services which are required and can be provided, shall be initially identified through verbal discussions during the business planning process or during the normal course of business. To finalize a services request, a Work Request Form (see sample below) will be completed and will indicate the project name or defined work package, a brief description of the services required, and any timeline, other limitation, or applicable conditions, including special terms and conditions.

Sample

| <i>Work Request Form</i> | |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Requesting Department and Organization | example - Enterprise Projects, OPG |
| Contact email | john.smith@opg.com |
| Start Date | January 1, 2021 |
| End Date | December 31, 2021 |
| Summary of Work | summary of estimation requirements |
| Special Considerations - specialized requirements | Special qualifications, performance expectations, milestones, any other relevant information associated with the work |
| Submission Date | January 1, 2021 |
| Required Response Required by | January 2, 2021 |

2. Definition and Estimation

Upon receipt of a Work Request Form, the responding organization will determine if it can provide an estimate in response. If the responding organization can, it shall complete a Work Estimate and Approval Form (see sample below), confirming the work to be carried out, the schedule, resources and total estimated cost. Before returning this estimation to the requesting party, the details will be approved by the appropriate OAR authority allowed to authorize contractual commitments for the organization. The form will then be routed to the requesting organization.

Work Estimate and Approval to Proceed Form

Release under the General Services Agreement between Laurentis Energy Partners and OPG

| | |
|------------|-------|
| Revision # | Rev 0 |
| Date | |

The agreed upon, identified support is intended to capture total support requirements provided through SLA agreements are aligned with OPG's and LEP's approved Accounting Treatments. For SLA purposes and BPC rollup, project #s have been simplified for SLA approvals/Bping.

Note: Please see attached SoW document for the services to be provided.

| Bundle/ Function | Bundle/ Function | Service Provider |
|------------------|------------------|------------------|
| | | OPG or LEP |

| Project # | Description | Unit | Additional Information (JF2, etc) | Annual Requirement | | | | | | Total |
|--------------------------------|-----------------|------------|-----------------------------------|--------------------|------|------|------|------|------|-----------|
| | | | | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2021-2026 |
| | | \$k | | | | | | | | 0 |
| | | \$k | | | | | | | | 0.0 |
| | | \$k | | | | | | | | 0.0 |
| | | \$k | | | | | | | | 0.0 |
| | | \$k | | | | | | | | 0.0 |
| | | FTE | | | | | | | | 0.0 |
| | | FTE | | | | | | | | 0.0 |
| | Total Labour \$ | \$k | Total Labour \$ | 0 | 0 | 0.0 | 0.0 | 0.0 | 0.0 | 0 |
| | | FTE | | | | | | | | 0.0 |
| | | \$k | | | | | | | | 0.0 |
| Subtotal, FTE | | FTE | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Subtotal Non-Labour, \$ | | \$ | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

SLA Approvals:
Service Provider (OAR)
 I have reviewed this estimation and agree that this service proposal can be delivered as submitted.

Acceptance Approval (OAR)
 I accept this proposal and request that this service be executed.

Name
 Title
 Organization

Name
 Title
 Organization

Signature _____

Signature _____

Date: _____

Date: _____

Routing of completed SLA Releases:
 cc: finance@laurentisenergy.com

| LEP - Finance Use only | |
|------------------------------------------|--------------------------|
| Sales order or Purchase order completed | <input type="checkbox"/> |
| Alignment with Project completed | <input type="checkbox"/> |
| Contractor Utilization updates completed | <input type="checkbox"/> |
| Business Planning Schedule completed | <input type="checkbox"/> |

3. Review and Authorization

If the proposal is acceptable, the requesting party will approve the work to proceed through their respective OAR position holder(s). A copy will be routed back to the responding organization for confirmation to proceed and the services will be filed, transactional systems updated, and reports generated based on these commitments within both organizations. If OPG is the requesting party, OPG and LEP will also execute a Services Appendix to document the LEP Services.

4. Change Management – on released work

If aspects such as cost estimations, cancellations, terms or special conditions change, a change request be

circulated following a similar process as identified in step 2-3 to ensure all stakeholders are duly notified and are agreeable to such changes. The same form can be used and should be marked clearly as a CHANGE to any existing services.

5. Facility Policies and Procedures

If LEP Support Employees provide services at a LEP site, such employees shall do so in accordance with LEP policies and procedures, including security checks, that have been identified to OPG. LEP will provide to OPG a copy of such policies and procedures.

APPENDIX B
CYBER SECURITY

1.1 Certain Definitions. For the purposes of this Appendix B:

- (a) **“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) [REDACTED] under this Agreement or a Services Appendix, or is used exclusively by LEP for OPG under this Agreement or a Services Appendix, and
 - (B) [REDACTED],
[REDACTED].
- (b) **“Cyber Equipment”** means any of LEP’s computing hardware, software, firmware or other computing or information technology that is:
 - (1) not a Cyber Asset; and
 - (2) [REDACTED] in the course of performing LEP’s obligations under this Agreement or a Services Appendix.
- (c) **“Cyber Services”** means any application, infrastructure or related service provided by LEP in relation to:
 - (1) [REDACTED]
 - (2) [REDACTED].
- (d) **“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 LEP by OPG or its representatives, or otherwise received or accessed by LEP, under this Agreement or a

Services Appendix, or created or provided to OPG by LEP under this Agreement or a Services Appendix.

- (e) **“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.
- (f) **“Priority One Cyber Asset”** means any Cyber Asset designated by OPG in the Services Appendix as a Priority One Cyber Asset; and
- (g) **“Priority One Cyber Services”** means any Cyber Services designated by OPG in the Services Appendix as a Priority One Cyber Services.

1.2 Cyber Security Requirements. LEP:

(a) [REDACTED];

(b) [REDACTED];

(c) [REDACTED];

(d) [REDACTED];

(e) [REDACTED]

[REDACTED]

(f) [REDACTED];

(g) [REDACTED];

(h) [REDACTED]

(i) [REDACTED].

1.3 Cyber Assets or Cyber Services. If [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED];

(b) [REDACTED];

(c) [REDACTED]

(d) [REDACTED]

1.4 Priority One Cyber Assets or Priority One Cyber Services

Notwithstanding any other term in this Agreement, if the LEP is providing any Priority One Cyber Asset or Priority One Cyber Services, in addition to the foregoing, LEP:

(a) [REDACTED];

(b) [REDACTED];

(c) will comply with Applicable Laws, including the North American Electric Reliability Corporation's Critical Infrastructure Protection (NERC CIP) standards for Priority One Cyber Assets or Priority One Cyber Services relating to OPG renewable generation, the Canadian Standards Association (CSA) standard N290.7 for Priority One Cyber Assets or Priority One Cyber Services relating to OPG nuclear facilities;

(d) [REDACTED];

(k) [REDACTED]

(l) [REDACTED]

[REDACTED]

(Amending Agreement 3, Section 6)



Document Transmittal Record

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mail to: EXECUTED DOCUMENTS PROCESSING KD170 | |
| AUTHOR(S) (e.g., External Counterparties) Ontario Power Generation Inc. and Laurentis Energy Partners Inc. | |
| TITLE (e.g., Document or Contract Title) Amended and Restated Business and Services Agreement | DOCUMENT DATE (MM/DD/YYYY) 12/23/2015 |
| DOCUMENT IDENTIFIER | |
| General: <input type="checkbox"/> Amendment <input type="checkbox"/> (provide G#) G-14433-0001 Commercial Operations: <input type="checkbox"/> Amendment <input type="checkbox"/> (provide C#) C- Real Estate (P# or X# assigned by Real Estate) P- X- Supply Chain: <input type="checkbox"/> Amendment <input type="checkbox"/> (provide S#) S-14433-0001 | Check "Amendment" and record the document number in the appropriate box if : <ul style="list-style-type: none"> The new document is associated with a previously registered document (e.g., the new document is an amendment, addendum, or sub-contract); <u>and</u> It is to be filed with the previously registered document. If no document number is recorded, a new number will be assigned by the Executed Documents Processing Centre. |
| KEYWORDS (i.e., words not in document) (a) Provisions of Capital Equipment (b) Provision of Personnel (c) Nicole Butcher Geographic Loc'n: | REFERENCE PO/Reference/External Document No. Effective Date (if applicable: MM/DD/YYYY) 12/23/2015 Expiry Date (if applicable: MM/DD/YYYY) 12/31/2017 Sender(s): |
| ORGANIZATION <input type="checkbox"/> Energy Markets** <input type="checkbox"/> Law*** <input type="checkbox"/> Real Estate <input type="checkbox"/> Supply Chain ** Due to CorDoc restrictions, Energy Markets cannot reflect the name change to Commercial Operations ***By default, law has access to all | |
| SECURITY CLASSIFICATION <input type="checkbox"/> OPG Confidential (default) <input type="checkbox"/> OPG Confidential Exclusive (For further information, refer to OPG-STD-0030, Classification, Protection, and Release of Information) | |
| CUSTOM2 (OPG Commercial Operations only) <input type="checkbox"/> D <input type="checkbox"/> D-DSA <input type="checkbox"/> D-OSA-A <input type="checkbox"/> I <input type="checkbox"/> I-BIO <input type="checkbox"/> I-COAL <input type="checkbox"/> I-EEI <input type="checkbox"/> I-EXCH <input type="checkbox"/> I-URAN <input type="checkbox"/> D-EA <input type="checkbox"/> D-EA-A <input type="checkbox"/> D-ISDA <input type="checkbox"/> I-GAS <input type="checkbox"/> I-ISDA <input type="checkbox"/> I-LFC <input type="checkbox"/> I-OIL <input type="checkbox"/> I-TRANS | |
| If applicable, select appropriate sub-folder below. | |
| PERMISSION SUB-FOLDER – G, P, S OR X DOCUMENTS (REAL ESTATE, BUS. DEV., LAW/RISK, SUPPLY CHAIN) | |
| <input type="checkbox"/> Business Development | <input type="checkbox"/> Credit Risk (Letters of Credit) |
| <input type="checkbox"/> Niagara Plant Group | <input type="checkbox"/> Fund Management |
| <input type="checkbox"/> Northeast Plant Group | <input type="checkbox"/> Northwest Plant Group |

| | |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Ottawa/St. Lawrence Plant Group | <input type="checkbox"/> Supply Chain |
| <input type="checkbox"/> Small Hydro | <input type="checkbox"/> Nuclear |
| <input type="checkbox"/> Dam Safety & Water Resources | <input type="checkbox"/> Hydro / Thermal |
| | <input type="checkbox"/> Indirect |
| | <input type="checkbox"/> Other: |
| PERMISSION SUB-FOLDER – C DOCUMENTS | |
| <input type="checkbox"/> Confirmations | <input type="checkbox"/> Emission Reductions |
| <input type="checkbox"/> Customer Collateral Documents | <input type="checkbox"/> Legacy (Generic) |
| <input type="checkbox"/> Domestic (D, D-EA, D-EA-A, D-ISDA) | <input type="checkbox"/> Interconnected & Transaction (I-BIO, I-COAL, I-GAS, I-OIL, I-TRANS, I-URAN) |
| <input type="checkbox"/> Domestic (D-DSA, D-DSA-A) | <input type="checkbox"/> Verifications |
| <input type="checkbox"/> Interconnected & Transaction (I, I-EEI, I-EXCH, I-ISDA, I-LFC) | |
| <input type="checkbox"/> Operating Committee Agreements | |
| The following information is required for information purposes only. It will not be added to CORDOC. | |
| Contact Name: Glen Elliott | Location: H18 |
| | Tel: 416-592-5361 |

* Associated with OPG-PROC-0019, Records and Document Management

GENERAL SERVICES AGREEMENT

Between

POWERON ENERGY SOLUTIONS LP

- and -

ONTARIO POWER GENERATION INC.

Dated as of September 22, 2023

GENERAL SERVICES AGREEMENT

This General Services Agreement (this "**Agreement**") is entered into as of the 22nd day of September, 2023 (the "**Effective Date**")

BETWEEN:

POWERON ENERGY SOLUTIONS LP, a limited partnership formed under the laws of the Province of Ontario ("**PowerON**") by its general partner, **POWERON ENERGY SOLUTIONS INC.**, a corporation incorporated under the laws of the Province of Ontario,

and

ONTARIO POWER GENERATION INC., a corporation incorporated under the laws of the Province of Ontario ("**OPG**").

WHEREAS OPG is a power generating company having personnel with experience in the nuclear, hydroelectric and thermal industry and associated support infrastructure;

WHEREAS PowerON, a wholly owned subsidiary of OPG, is a company organized to provide services related to the charging of electric vehicles.

WHEREAS OPG requires services to be provided by PowerON from time to time;

AND WHEREAS PowerON and OPG hereby enter into this Agreement to set out the general terms and conditions under which OPG may, from time to time, retain PowerON to provide such services;

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Specific Definitions

As used in this Agreement, the following terms shall have the meaning set forth or as referenced below:

- (a) "**Actual Labour Costs**" shall mean PowerON's hourly standard labour rates (calculated to include salary, direct and indirect benefits) together with related long-term incentive and corporate overhead costs;
- (b) "**Anti-Corruption Laws**" shall have the meaning as set out in Article 8.2;
- (c) "**Applicable Laws**", in respect of any Person, property, transaction or event, means: (1) all present and future laws, statutes, regulations, by-laws, ordinances and treaties applicable to that Person, property, transaction or event; (2) any requirements under or

prescribed by applicable common law, judgments, orders and decrees; (3) all Codes and Standards applicable to that Person, property, transaction or event at the applicable time and, whether or not having the force of law; and (4) all applicable Approvals;

- (d) **"Approvals"** means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the General Services as may be required by a Work Estimate and Approval Form, this Agreement or by any applicable Governmental Authorities having or purporting to have authority over the subject matter contemplated herein;
- (e) **"Claims"** shall mean all actual or threatened claims, demands, losses, costs, penalties, damages, injuries, expenses, liabilities, suits or proceedings, including reasonable legal fees;
- (f) **"Codes and Standards"** means all requirements, licences, requests, directives, rules, guidelines, standards, specifications, codes, instructions, circulars, manuals and procedures as may be required by a Work Estimate and Approval Form, this Agreement or by any applicable Governmental Authorities having, or purporting to have, authority over the subject matter contemplated herein;
- (g) **"Confidential Information"** shall mean all information, written or oral, disclosed by a Party, directly or indirectly, to the receiving Party, including but not limited to all contracts, financial information, engineering reports, environmental reports, technical and economic data, marketing terms and arrangements, knowledge, know-how and related information such as plans, maps, drawings, field notes, sketches, photographs, computer records or software, specifications, models, or other information which is or may be either applicable to or related in any way to the assets, business or affairs of the disclosing Party. For certainty, Confidential Information includes the terms of this Agreement. Confidential Information shall not include information that a receiving Party is able to demonstrate to the disclosing Party's satisfaction, acting reasonably: (1) was already known to the receiving Party on a non-confidential basis from a source that is entitled to disclose the information; (2) was or becomes generally available to the public through no fault of the receiving Party or its officers, employees or advisers; (3) was developed or ascertained independently without reference to the disclosing Party's information; or (4) was received by the receiving Party from a third party without such third party being under a duty of confidentiality;
- (h) **"General Services"** shall have the meaning as set out in Article 3.1;
- (i) **"Governmental Authority"** shall mean any federal, provincial, local, municipal or other governmental, administrative, judicial, regulatory agency or entity having or asserting valid jurisdiction over a Party or this Agreement;
- (j) **"Intellectual Property Rights"** shall mean any rights, anywhere in the world, in or to patents, copyright and any copyrightable subject matter (including moral rights), trademarks, trade names, service marks, confidential information or trade secrets, industrial or, as applicable, patent designs, integrated circuit topography rights and any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights in any and all applications, registrations, re-issues, divisionals, continuations, continuations-in-part, renewals, re-examinations relating to the foregoing, and any and all rights in and to licenses and sub-

licenses from third parties relating to the foregoing;

- (k) **"New Intellectual Property"** shall have the meaning as set out in Article 7.1;
- (l) **"Party"** shall mean a party to this Agreement and **"Parties"** means all of them, as the context requires;
- (m) **"Person"** shall mean any individual, sole proprietorship, partnership, corporation or company, with or without share capital, trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature;
- (n) **"Work Estimate and Approval Form"** shall mean the document issued by PowerON in substantially the form attached as Exhibit "B" to this Agreement; and

1.2 Interpretation

- (a) Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders;
- (b) references to "this Agreement", "hereof", "herein" and similar expressions refer to the Agreement (including the recitals) and any exhibits hereto, and to no other documents; and
- (c) the division of this Agreement into Articles, sub-articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.4 Exhibits

The following are the exhibits attached to and incorporated by reference in this Agreement, which are deemed to be a part hereof:

- Exhibit "A"** - Work Estimate and Approval Form
- Exhibit "B"** - Insurance
- Exhibit "C"** - Cyber Security

ARTICLE 2 TERM AND TERMINATION

2.1 Term

The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided hereunder, shall remain in full force and effect for two years until and including September 22, 2025 (the **"Initial Term"**). The Initial Term thereafter may be renewed by OPG in its sole and absolute discretion for up to an additional two additional years (the Initial Term and any renewal thereof being collectively referred to herein as the **"Term"**). If the end of the Term does not coincide with the end of the term of any Work Estimate and Approval Form, then this

Agreement will automatically renew with respect only to the General Services to be performed under each such Work Estimate and Approval Form until such Work Estimate and Approval Form is fully completed in accordance with the terms of such Work Estimate and Approval Form and this Agreement.

2.2 Termination

Notwithstanding any term in this Agreement, either Party may, without cause, terminate this Agreement: (a) on six months prior written notice to the other Party, provided any General Services to be performed under any open Work Estimate and Approval Forms are fully completed or the Parties' provide mutual written consent to terminate such General Services; or (b) at any time upon mutual written consent of the Parties.

OPG may terminate an open Work Estimate and Approval Form at any time before the end of the term of such Work Estimate and Approval Form by giving notice of termination to PowerON at least 30 days before the proposed early termination date. If OPG terminates the General Services under this Section 2.2, OPG shall reimburse PowerON for: (a) all General Services completed and delivered; and (b) for the direct out-of-pocket costs to PowerON for General Services in progress directly incurred in the course of the General Services.

ARTICLE 3 GENERAL SERVICES

3.1 General Services

This Agreement shall apply to all technical and other services provided by PowerON, either directly or through its subcontractors, to OPG, including the provision of any deliverables, pursuant to the terms of this Agreement (the "**General Services**"). For clarity, the General Services do not include any construction related services.

3.2 Scope

Except with the prior consent of the Parties, as evidenced by the issuance of an approved Work Estimate and Approval Form, this Agreement shall not apply to, and General Services shall not include, technical or other services estimated to cost in excess of \$5,000,000. General Services shall also not include any market related services from, or the sharing of any related information technology systems with PowerON.

3.3 Standard of Care

In the provision of the General Services to OPG by PowerON hereunder, PowerON shall exercise the degree of care, diligence and skill as would a reasonably prudent Person having responsibility for the provision of services of the nature of the General Services in comparable circumstances.

In the event of any breach of this Article 3.3 of this Agreement, PowerON shall, at its own expense, re-perform the non-conforming General Services. The remedy set forth in this Article 3.3 is the sole and exclusive remedy for such a breach.

ARTICLE 4 PROCESS

4.1 Request for General Services

OPG and PowerON shall verbally discuss the provision of General Services. To formally request such General Services, OPG shall complete a Work Estimate and Approval Form indicating the project name, a brief description of the services required, and any timeline or other limitations or applicable conditions, including special terms and conditions. The Work Estimate and Approval Form shall be forwarded to PowerON's contact.

4.2 Definition and Estimation

PowerON shall, in consultation with OPG, review and revise the Work Estimate and Approval Form. The Work Estimate and Approval Form shall then be forwarded to OPG's contact.

4.3 Authorization

If OPG approves the revised Work Estimate and Approval Form, OPG shall execute such form and deliver it to PowerON. An executed version of the Work Estimate and Approval Form will serve as authorization for PowerON to commence and carry out the General Services as specified therein.

4.4 Applicable Terms and Conditions

The General Services shall be performed in accordance with the terms and conditions of this Agreement. To the extent the Parties may mutually agree, the General Services may be subject to special terms and conditions as provided in the Work Estimate and Approval Form. To the extent such special terms and conditions are inconsistent or conflict with the terms and conditions in this Agreement, such special terms and conditions shall govern.

4.5 Price for Services

For each Work Estimate and Approval Form, OPG agrees to pay, and PowerON hereby agrees to accept as full payment for the General Services, the total sum for the General Services as set forth in the applicable Work Estimate and Approval Form, calculated in accordance with the pricing model outlined therein.

The price for General Services may be on a fixed price or time and materials basis, as agreed in the applicable Work Estimate and Approval Form. Where the price for General Services is on a fixed price basis, subject to Article 5.2 below, the price includes all activities and materials required to perform the General Services, and the price will not be subject to adjustments without the written consent of OPG.

Where the price for General Services is on a time and materials basis, the applicable labour or unit rates for the individuals providing such General Services shall be equal to PowerON's Actual Labour Costs. In addition, and where applicable to General Services provided on a time and materials basis, OPG shall pay for all third party expenses incurred by PowerON in providing those General Services together with the direct cost of any materials, equipment or other deliverables thereunder.

OPG and PowerON shall discuss mark-ups on a case-by-case basis. Any mark-ups, including mark-ups for profit, shall be indicated in the applicable Work Estimate and Approval Form.

4.6 Change in General Services

OPG may request PowerON in writing to make a change in the General Services. When a change causes an increase or decrease in the price, scope or schedule, the price and schedule shall be modified as agreed upon between PowerON and OPG.

4.7 Facility Policies and Procedures

If PowerON provides General Services on an OPG site, PowerON shall do so in accordance with the OPG's policies and procedures, including security checks, that will be provided to PowerON.

4.8 PowerON's Personnel

PowerON shall be fully responsible for all acts and omissions of each of its personnel, and any such acts and omissions will be deemed to be those of PowerON. PowerON shall ensure that all personnel engaged will have the knowledge, abilities, experience and qualifications required for the General Services. PowerON shall provide such additional support as may be required from time to time for the General Services' proper performance. OPG may reasonably request, at its discretion, that certain personnel (including personnel of any subcontractor) be changed. PowerON will endeavor to accommodate such requests promptly.

4.9 No OPG Control Over General Services

OPG shall not supervise, direct and have control or authority over:

- (a) the means, methods, techniques, sequences or procedures respecting the performance of the General Services by PowerON; and
- (b) the safety programs and precautions used in respect of the General Services, subject to OPG's rights and obligations under the *Occupational Health and Safety Act* (Ontario).

OPG shall not be responsible for any failure by PowerON to comply with any Applicable Laws or this Agreement in providing the General Services.

ARTICLE 5 PAYMENT

5.1 Invoices

Notwithstanding anything else in this Agreement, PowerON shall electronically invoice OPG for all General Services and invoices will indicate:

- (a) the total amount owing by OPG in accordance with the Work Estimate and Approval Form (showing separately all amounts due as Canadian goods and services tax/harmonized sales tax levied under the *Excise Tax Act* (Canada) and expressly stating any amounts invoiced in a currency other than Canadian dollars);
- (b) the Work Estimate and Approval Form number and line number, if applicable;
- (c) PowerON's full name and address;
- (d) the name of a contact individual at PowerON, with a telephone number;
- (e) electronic transfer instructions;
- (f) PowerON's invoice number (which must be unique for each invoice);
- (g) the invoice date (which must be the date the invoice is delivered);

- (h) the value of the General Services provided in Canada and outside Canada, identified separately; and
- (i) PowerON's 15 digit registration number of the purposes of Part IX of the *Excise Tax Act* (Canada).

PowerON shall provide invoices to OPG on a monthly basis, or as agreed from time to time, for all General Services provided. On termination or expiry of this Agreement, PowerON shall submit a final invoice to OPG within ninety (90) days.

5.2 Taxes

Any federal goods and services tax/harmonized sales tax which is payable in respect of the General Services shall be added to the invoices and each such invoice shall state separately the amount of such tax payable together with PowerON's goods and services tax/harmonized sales tax registration number.

OPG will have no liability for any of PowerON's income or capital taxes imposed by any governmental authority respecting this Agreement. Unless otherwise stated in this Section 5.2, OPG will have no liability for any withholding, collection, payment, remitting or reporting of any taxes or statutory deductions paid or payable by PowerON or any of PowerON's subcontractors in respect of any subcontractor or any employee of PowerON or any subcontractor.

Notwithstanding any term in this Agreement, OPG may withhold any amount that is required to be withheld on payments made to non-residents of Canada in accordance with the *Income Tax Act* (Canada) and regulations thereto. OPG will have no obligation to gross up or otherwise increase payments made to PowerON or any of PowerON's subcontractors because OPG withheld any amount in respect of taxes. Where OPG so withholds any amount, OPG will remit such amount to the applicable Canadian tax authorities.

5.3 Payment of Invoices

OPG shall aggregate all outstanding invoices received and accepted by OPG for payment before the 25th day of each month. Subject to any Applicable Laws, OPG shall pay PowerON this aggregate amount electronically on the 25th day of the following month. All payments are conditional, however, on PowerON fulfilling its obligations and making satisfactory progress in providing the General Services before the date payment is made. OPG shall determine whether or not such obligations have been fulfilled and progress is satisfactory..

ARTICLE 6 LIABILITY AND INDEMNIFICATION

6.1 Indemnity by OPG

OPG shall indemnify, defend and hold harmless PowerON and its shareholder(s), directors, officers, employees, subcontractors, representatives and agents from and against all Claims imposed upon or incurred by PowerON with respect to any personal injury or death of any individuals performing General Services pursuant to this Agreement, arising out of the gross negligence or willful misconduct of OPG during the Term of this Agreement.

6.2 Indemnity by PowerON

PowerON shall indemnify, defend and hold harmless OPG and its shareholder(s), directors, officers, employees, subcontractors, representatives and agents from and against all

Claims imposed upon or incurred by OPG by or in favour of a third party (including, without limitation, those Claims arising in favour of or brought by or on behalf of any of PowerON, employees, agents, subcontractors or representatives), based upon, in connection with, relating to or arising out of the provision of the General Services, where and to the extent that any such Claim results from, arises out of or is attributable to the gross negligence or willful misconduct of PowerON in the provision of the General Services.

6.3 Limitation of Liability

Subject to Article 6.5, the liability of PowerON for all Claims by OPG against PowerON arising in respect of this Agreement will not exceed:

- (a) an amount equal to the cumulative amount of all amounts paid or payable under this Agreement by OPG to PowerON, exclusive of any goods and services tax/harmonized sales tax; and
- (b) the amount of insurance recoverable under this Agreement.

Subject to Article 6.5, the liability of OPG for all Claims by PowerON against OPG arising in respect of this Agreement will not exceed an amount equal to the cumulative amount of all amounts paid or payable under this Agreement by OPG to PowerON, exclusive of any goods and services tax/harmonized sales tax.

6.4 No Liability

Notwithstanding anything in this Agreement, PowerON shall not be responsible to OPG for any losses, damages, costs, expenses and injury of every kind and character:

- (a) to the property, facilities, equipment or materials of OPG; or
- (b) except for third party Claims under Articles 6.2 and Claims under Article 7.3, resulting from OPG's access to or use of the New Intellectual Property.

6.5 Exceptions to Limitation

PowerON's limitation of liability set out in Article 6.3 will not apply, however, to:

- (a) third party Claims under Article 6.2; or
- (b) Claims suffered or incurred by OPG or any Claims made against OPG by any Person, to the extent arising in respect of the deliberate or willful breach of this Agreement by PowerON.

OPG's limitation of liability set out in Article 6.3 will not apply, however, to Claims suffered or incurred by PowerON or any Claims made against PowerON by any Person, to the extent arising in respect of the deliberate or willful breach of this Agreement by OPG.

6.6 Consequential Damages

Except for any third party Claims, and except to the extent recoverable under insurance required by this Agreement, no Party will be liable to another Party for any indirect or consequential damages.

6.7 Duty to Mitigate

Each Party has a duty to mitigate damages and shall use all commercially reasonable efforts to minimize any losses, costs, expenses, damages or other liabilities it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Ownership of Intellectual Property

Each Party and subcontractor retains all Intellectual Property Rights to methodology, knowledge and data brought to the General Services and used therein. No Intellectual Property Rights existing before the start of the General Services are passed hereunder other than licenses and rights to use Intellectual Property Rights as set out in this Agreement and the applicable Work Estimate and Approval Form.

All title and beneficial ownership interests to all Intellectual Property Rights which are created or otherwise arise in the provision or performance of the General Services will vest exclusively in, and remain with, OPG (the "**New Intellectual Property Rights**"). PowerON hereby assigns and shall cause each subcontractor to assign to OPG all rights, title and interest in and to the New Intellectual Property Rights. This assignment becomes effective in respect of each New Intellectual Property Right when such New Intellectual Property Right comes into existence, and in any event, no later than on the completion of the General Services.

7.2 Use of Intellectual Property

In respect of any Intellectual Property Rights not assigned to OPG under Section 7.1, PowerON hereby grants to OPG a worldwide, non-exclusive, irrevocable, perpetual, royalty free and fully paid-up licence and uninterrupted right to use all such Intellectual Property Rights that are contained or embedded in, required for the use of, used in the production of, or required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the General Services.

OPG hereby grants to PowerON a limited license during the Term of this Agreement to use any New Intellectual Property created. Any such use of any New Intellectual Property, including sublicense, transfer, copying or reproducing to any other third party, shall only be in accordance with terms to be negotiated by the Parties associated with the applicable Work Estimate and Approval Form.

Should PowerON wish to acquire any other rights of usage to any New Intellectual Property created, it may issue a notice to OPG pursuant to Article 8 of this Agreement and OPG may agree to enter into negotiation for such acquisition. Any such acquisition of rights shall be subject to terms to be negotiated on a case-by-case basis.

7.3 Warranty and Indemnity

PowerON shall pay all royalties, license fees and other monetary amounts required in respect of securing and licencing the Intellectual Property Rights referenced in this Article 7 and any other Intellectual Property Rights associated with the General Services.

PowerON represents and warrants that it owns or has obtained from third parties, duly authorized grants of all right, title and interest necessary to provide to OPG a license regarding

the Intellectual Property Rights associated with the General Services in the manner set out in Article 7.2 of this Agreement.

PowerON shall, at its expense, defend all Claims against OPG relating to or based on any allegation that the General Services, or any part of the General Services, constitutes an infringement upon, or a misappropriation of any Intellectual Property Rights and shall pay to OPG all resulting costs, damages, charges and expenses incurred by OPG in respect of such Claims. OPG shall give PowerON written notice of any such Claim and at the request and expense of PowerON, OPG shall provide all available information, assistance and authority required to conduct its defense.

If all or any part of the General Services is finally determined to constitute an infringement or misappropriation of Intellectual Property Rights of a third party, or if OPG is enjoined from using the General Services, any part thereof, or any Intellectual Property Rights embodied therein as a result of an infringement or misappropriation claim, PowerON shall at its expense promptly: (a) obtain for OPG the right to continue using the General Services; (b) replace the infringing elements of the General Services with non-infringing elements, while maintaining the full functionality, integrity and performance capabilities of the General Services; or (c) modify the General Services so that it no longer infringes, while maintaining the full functionality, integrity and performance capabilities of the General Services.

ARTICLE 8 ADDITIONAL TERMS

8.1 Applicable Laws

- (a) PowerON shall comply with all Applicable Laws and all standards, specifications, manuals or codes of any technical organization or governmental authority. PowerON shall obtain, at its cost, all permits and other consents required in respect of the General Services.
- (b) PowerON shall comply with, and will take all reasonable measures to ensure that the parties subject to its control or determining influence will comply with, all applicable anti-corruption laws and policies, including the *Foreign Corrupt Practices Act* (U.S.), the *Corruption of Foreign Public Officials Act* (Canada), the *Bribery Act* (U.K.) and any Applicable Laws of similar effect of any other jurisdiction (collectively, “**Anti-Corruption Laws**”). PowerON represents, warrants and undertakes that it has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance with Anti-Corruption Laws, including policies and procedures designed to ensure that all Persons employed or acting on PowerON’s behalf comply with Anti-Corruption Laws.

8.2 Confirmation of Records

PowerON shall keep proper accounts and records of the General Services. During the term of the Agreement, and only in respect of General Services invoiced on a time and materials basis, OPG shall have the right to reasonable access to the books, records and accounts maintained by PowerON related to provision of the General Services to verify the accuracy of the hours and expenses as invoiced by PowerON. OPG shall provide PowerON with thirty (30) days notice of any such request to verify the records. Accounts and records will be preserved and kept available for audit until the expiration of two years from the date of completion or termination of the applicable General Services.

8.3 Subcontracting

OPG acknowledge PowerON's ability to subcontract certain General Services to meet its obligations under this Agreement. PowerON shall, in entering into any such contractual agreement with a subcontractor, ensure that such subcontractor is subject to the applicable terms and conditions of this Agreement including but not limited to all confidentiality requirements. PowerON shall be fully responsible for all acts and omissions of each subcontractor, and any such acts and omissions will be deemed to be those of PowerON.

8.4 Assignment

This Agreement shall not be assigned by any Party without consent of the other Party, which consent shall not be unreasonably withheld, provided that any Party may assign its interest in this Agreement to a subsidiary without the consent of the other Party.

8.5 Counterparts and Entire Agreement

- (a) This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed to be an original by the Parties, but all of which shall be considered one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed to be an original signature; and
- (b) This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

8.6 Notices

All notices hereunder shall be deemed given if in writing and delivered personally or sent by email, courier or by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address as shall be specified by like notice):

- (a) if to OPG, to:

Ontario Power Generation Inc.
700 University Avenue
Toronto, Ontario
M5G 1X6

Attention: Teri Lilley, Director, Supply Chain Plant Ops
Email: teri.lilley@opg.com

- (b) if to PowerON, to:

PowerON Energy Solutions LP
2300 Yonge Street, Suite 2801
Toronto, Ontario
M4P 1E4

Attention: Managing Director
Email: keegan.tully@poweronenergy.ca

Any notice given by mail, email or other electronic means shall be effective when received. Each Party may, by giving notice thereof to the other Party, change its address for notice, or designate to which notices must be directed, at any time.

8.7 Governing Law and Disputes

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario and the Federal Court of Canada.
- (b) If there is a dispute between the Parties in connection with this Agreement, the Parties shall, acting reasonably and in good faith, use all reasonable efforts to resolve the dispute as soon as possible by negotiation.
- (c) The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to this Contract.

8.8 Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) suitable and equitable provisions shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8.9 Amendment, Modification and Waiver

Any amendments, modifications and waivers of this Agreement shall be done in writing and executed by all Parties.

8.10 Confidential Information

All Confidential Information remains, at all times, the exclusive property of the respective disclosing Party. Except as expressly set out in this Agreement, a receiving Party has no right to use or disclose any Confidential Information for any purpose whatsoever. A receiving Party may use Confidential Information only in respect of the preparation for, and the providing of, the General Services, including in negotiations with proposed subcontractors. Such receiving Party will ensure that none of its or its subcontractors' current or former shareholders, directors, officers, partners, members, representatives, agents and advisors or any of its personnel or any other person for whom such receiving Party or any subcontractor is responsible at law will use any of the Confidential Information for any purposes other than those expressly set out in this Section 8.11.

Each Party acknowledges and agrees that the other Party may be subject to the *Freedom of Information and Protection of Privacy Act* (Ontario), the *Ontario Energy Board Act* and the Ontario Energy Board Rules of Procedure (collectively, “**FIPPA and OEB Legislation**”). Each Party shall comply with its obligations under the FIPPA and OEB Legislation. Each Party is strongly advised to consult its own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in providing and receiving the General Services. Subject to the provisions of FIPPA and OEB Legislation, each Party shall use reasonable commercial efforts to safeguard the confidentiality of any information identified by the other Party as confidential but will not be liable in any way whatsoever to the other Party if such information is disclosed based on an order or decision of the Information and Privacy Commissioner of Ontario, Ontario Energy Board or otherwise as required by Applicable Law.

8.11 PowerON’s Insurance

PowerON shall, at all times, maintain or cause to be maintained those insurance requirements as outlined in Exhibit “B”.

8.12 Cyber Security

PowerON shall, at all times, conduct the General Services in accordance with the cyber security requirements set out in Exhibit “C”.

8.13 Codes of Conduct

PowerON shall:

- (a) not take any action that would cause OPG to breach an obligation set out in OPG’s Code of Business Conduct (“**Code**”); and
- (b) comply with all obligations set out in OPG’s Supplier Code of Business Conduct (“**Supplier Code**”),

A current copy of the Code and the Supplier Code is located at www.opg.com and a copy of each has been reviewed by PowerON.

8.14 Force Majeure

Neither PowerON nor OPG shall be liable to the other for loss, damage or delay in the General Services, or non-performance of any contractual obligation, caused by war, riot, the act or order of any competent civil or military authority, fire, flood, pandemic, epidemic or by any other cause which is unavoidable and beyond the party’s reasonable control. Both parties will be prompt in restoring normal conditions, re-establishing schedules, and resuming operations as soon as the interruptions have ceased. PowerON shall not be entitled to an extension of time for any delay covered in this Section 8.14 unless notice of a claim thereof is given by PowerON within 30 days after the commencement of the delay. The length of any such extension will be determined by OPG but will in no event be less than the length of such force majeure event.

8.15 Survival

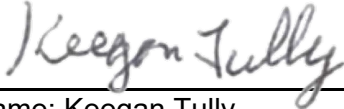
All representations, warranties, guarantees and indemnities made in, required by or given under this Agreement, as well as all continuing obligations under this Agreement, will survive termination or expiry of this Agreement indefinitely.

8.16 No Joint Venture, Partnership, etc.

Nothing contained herein shall be construed as creating any joint venture, partnership, agency or joint and several liability among the Parties.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives on behalf of each of the Parties hereto as of the date first written above.

**POWERON ENERGY SOLUTIONS
LP, by its general partner, POWERON
ENERGY SOLUTIONS INC.**



Name: Keegan Tully
Title: Managing Director

**ONTARIO POWER GENERATION
INC.**

Name:
Title

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**POWERON ENERGY SOLUTIONS
LP, by its general partner, POWERON
ENERGY SOLUTIONS INC.**

**ONTARIO POWER GENERATION
INC.**

Name: Keegan Tully
Title: Managing Director

Paul Mascarin

Name: Paul Mascarin
Title: Director, Supply Chain

Exhibit "A" - Work Estimate and Approval Form

The attached form is used to define work scope and labour details and to estimate schedule and costs under the terms of the General Services Agreement. Once approved, the Parties shall execute the form. The executed form will be the approval from OPG to commence the General Services.

| | | |
|---------------------------------------------------------------------------------------------------|----------------------------------------------|------------------|
| WORK ESTIMATE AND APPROVAL FORM | | |
| General Information | | |
| Date: | Work Order Number: | |
| OPG Contact: | PowerON Contact: | |
| Contract Type | | |
| Fixed Price | Time & Material | |
| Other, please specify: | | |
| | | |
| Contract Period: | Start Date: | End Date: |
| Work Description Summary: | | |
| | | |
| Signatures of Agreement | | |
| <i>PowerON Energy Solutions LP, by its general partner, PowerON Energy Solutions Inc.:</i> | <i>Ontario Power Generation Inc.:</i> | |
| _____ Date MM-DD-YYYY | _____ Date MM-DD-YYYY | |

| Detailed Work Description |
|---------------------------|
| <input type="checkbox"/> |

| Other Supporting Documentation |
|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> SAFETY <ul style="list-style-type: none">○ |

| Pricing Detail |
|----------------|
| |

| Specific Terms & Conditions |
|-----------------------------|
| |

Exhibit “B” - Insurance

1. Insurance Policies

PowerON shall maintain in full force with financially responsible insurance carriers (with AM Best ratings of at least A- or a Standard & Poor’s rating of at least BBB) of recognised standing acceptable to OPG, or with the appropriate governmental authorities, all coverages referred to in this this Exhibit “B”. Each of these coverages is currently in full force and, except as provided below, PowerON shall ensure that all these coverages will be maintained in force continuously from the date of this Agreement until 60 days after the termination of this Agreement or such other date as OPG may designate in writing. PowerON shall ensure that all such coverages cover all subcontractors and that all insurance coverages applicable in Ontario will be obtained from insurance carriers that are duly licensed in Ontario to issue insurance policies for the limits and coverages required under this Exhibit “B”.

- (1) **Workers’ Compensation.** PowerON shall maintain or cause to be maintained workers’ compensation coverage as required by the *Workplace Safety and Insurance Act, 1997* (Ontario) or any other Applicable Laws respecting all of PowerON’s personnel to the extent they are performing General Services on an OPG site.
- (2) **Commercial General and Excess Umbrella Liability Insurance.** PowerON shall maintain commercial general liability and excess umbrella liability insurance, on an occurrence basis, in an amount not less than \$5,000,000 inclusive for bodily injury, including death, personal injury and damage to property, including resulting loss of use thereof, for each occurrence. PowerON shall ensure that the excess umbrella liability insurance is in excess of the coverages under Sections 1 (to the extent the coverages under those sections include employer’s liability) and Section 4. PowerON shall also ensure that the commercial general liability and excess umbrella liability coverage specifically includes the following:
 - (1) blanket contractual liability;
 - (2) damage to property of OPG, including resulting loss of use thereof;
 - (3) pollution liability coverage on at least a sudden and accidental basis;
 - (4) products and completed operations, including a term that such coverage will be maintained throughout the warranty period;
 - (5) cross liability;
 - (6) severability of interests;
 - (7) employer’s liability;
 - (8) non-owned automobile liability; and
 - (9) broad form property damage
- (3) **Errors & Omissions Insurance.** PowerON shall, at all times, maintain in full force and effect professional liability insurance in an amount not less than \$2,000,000 per occurrence and in the aggregate, covering the period from start of conceptual design through to the termination of this Agreement and for a further discovery period of five years from the termination of this Agreement.

- (4) **Motor Vehicle Liability Insurance.** PowerON shall maintain motor vehicle liability insurance, covering all licensed motor vehicles owned, rented or leased and used in respect of the General Services. PowerON shall ensure that this coverage will cover bodily injury and property damage liability to a combined inclusive minimum limit of \$2,000,000 per occurrence and mandatory accident benefits.
- (5) **Other.** PowerON shall maintain, at OPG's cost, any other form of insurance for such risks and in such amounts as OPG may require from time to time.

2. General Insurance Terms

- (a) **Certificates of Insurance.** Both on the date of this Agreement and no more than 60 days and no fewer than 30 days before starting any General Services on an OPG Site, PowerON shall deliver to OPG certificates of insurance completed by a duly authorized representative of each of PowerON's insurers certifying that at least the minimum coverages required under this Exhibit "B" are in effect. PowerON shall ensure that each certificate will state that the coverages will not be cancelled, will not fail to be renewed and will not be materially changed by endorsement or through issuance of any other policy of insurance which restricts or reduces coverage, without 60 days advance written notice by courier given to OPG's Representative, with a copy delivered by email as follows:

[NOTICE]

To the extent that PowerON is required to maintain any coverages after final payment, PowerON shall deliver to OPG, at the time it approves the invoice, a certificate of insurance completed by a duly authorized representative of such Person's insurer certifying that such insurance will remain in force, subject to annual renewals, for the period of time required in this Exhibit "B".

- (b) **Copies of Policies.** Promptly upon request by OPG, PowerON shall provide OPG with a certified copy of any insurance policy referred to in this Exhibit "B". OPG may only make a request following an occurrence where OPG may have coverage under the policy.
- (c) **No Waiver by OPG.** If OPG fails to demand any certificate referred to in Section 2(a) or otherwise fails to demand other evidence of full compliance with Section 1 or fails to identify a defect from evidence provided, OPG has not waived, and OPG will not be deemed to have waived, any of PowerON's obligations. PowerON's obligation to purchase and maintain insurance under this Agreement, the bankruptcy or insolvency of any insurance company or the failure of any insurance company to pay any claim, will in no way limit or otherwise qualify the liabilities or obligations of PowerON under this Agreement.
- (d) **No Approval by OPG.** If OPG receives and accepts any certificate or other evidence under this Section 2, OPG has not approved or agreed, and OPG will not be deemed to have approved or agreed, that PowerON has satisfied any of its obligations under Sections 1 or 2.
- (e) **OPG May Purchase Insurance.** If PowerON fails to maintain any insurance required under Section 1 or any such insurance is inadequate in its scope, OPG may purchase any such insurance, at PowerON's sole expense. In the event OPG must purchase insurance under this Section 2(e), OPG may set off the costs thereof against any monies then or thereafter due, owing or payable to PowerON and may set off and retain, in addition, and in consideration for its work in procuring such insurance, an amount equal to the cost

thereof, in addition to the cost of such insurance.

- (f) **Deductibles.** PowerON shall pay the amount of all deductibles under this Agreement and may not charge back any such amount to OPG.
- (g) **Insurance Not Contributory.** With the exception of the insurance referred to in Section 1(4), PowerON shall ensure that all other insurance referred to in Section 1 will specify that such insurance is primary coverage and not contributory with, or in excess of, any insurance that may be maintained by OPG.
- (h) **Subrogation.** PowerON shall ensure that each insurer which provides insurance under Section 1 will provide a waiver of subrogation to OPG, PowerON and all of PowerON's subcontractors.
- (i) **OPG as Additional Insured.** PowerON shall ensure that each insurer that provides insurance under Section 1(2) will include OPG as an additional insured and, where applicable, as a loss payee, under such insurance.
- (j) **No Invalidation by Others.** PowerON shall ensure that no insurance referred to in Section 1 will be invalidated or vitiated by any action or failure to act by OPG, any applicable subsidiary of OPG or by any breach by PowerON or any other Person of any declarations, warranties or other terms in such policies.
- (k) **Notice of Claim.** PowerON shall deliver a Notice to OPG within three Business Days of asserting any claim under any insurance referred to in Section 1. PowerON shall include in the Notice the date of the events giving rise to the claim, a summary of the circumstances respecting the claim and the amount of the claim. PowerON shall provide OPG any additional information respecting the claim that OPG may request.

Exhibit “C” - Cyber Security

1.1 Certain Definitions. For the purposes of this Exhibit “C”:

(a) “**Contractor**” means PowerON.

(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) [REDACTED]

(B) [REDACTED],

[REDACTED]

(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) [REDACTED].

(d) “**Cyber Services**” means any application, infrastructure or related service provided by Contractor in relation to:

(1) [REDACTED]

(2) [REDACTED]

(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.

(g) **“Priority One Cyber Asset”** means any Cyber Asset designated by OPG as a Priority One Cyber Asset; and

(h) **“Priority One Cyber Services”** means any Cyber Services designated by OPG as a Priority One Cyber Services.

1.2 Cyber Security Requirements. Contractor:

(a) [REDACTED];

(b) [REDACTED];

(c) [REDACTED];

(d) [REDACTED];

(e) [REDACTED];

(f) [REDACTED]

[REDACTED]

(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

1.3 Cyber Assets or Cyber Services. [REDACTED]
[REDACTED]:

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 Priority One Cyber Assets or Priority One Cyber Services

Notwithstanding any other term in this Agreement, if the Contractor is providing any Priority One Cyber Asset or Priority One Cyber Services, in addition to the foregoing, Contractor:

(a) [REDACTED]

(b) [REDACTED]

(c) will comply with Applicable Laws, including the North American Electric Reliability Corporation's Critical Infrastructure Protection (NERC CIP) standards for Priority One Cyber Assets or Priority One Cyber Services relating to OPG renewable generation, the Canadian Standards Association (CSA) standard N290.7 for Priority One Cyber Assets or Priority One Cyber Services relating to OPG nuclear facilities;

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

[REDACTED]

(h) [REDACTED]

(i) [REDACTED]

(j) [REDACTED];

(k) [REDACTED]

(l) [REDACTED].

[REDACTED]

BUSINESS AND SERVICES AGREEMENT

BUSINESS AND SERVICES AGREEMENT (this “Agreement”) is made effective as of the date of last execution hereto (“Effective Date”),

BETWEEN:

ONTARIO POWER GENERATION INC., a corporation existing under the laws of the Province of Ontario (Canada) (“**OPG**”)

– and –

ORIGIN NUCLEAR INC., a corporation existing under the laws of Canada (“**ONI**”)

WHEREAS

1. OPG is a power generating company having personnel with experience in the nuclear, hydroelectric and thermal industry and associated support infrastructure.
2. ONI, a wholly owned subsidiary of OPG, is a company organized to provide operation, management, emergency planning, construction, development, operation, maintenance, inspection and technical services to the nuclear industry.
3. To perform these services, ONI wishes to have access to personnel and certain equipment or materials and procure a range of professional and corporate support services from OPG.
4. OPG agrees to provide personnel and certain equipment or materials and supply these professional and corporate support services to ONI, if and when available.
5. OPG also wishes to retain ONI from time to time to provide, and ONI agrees to supply to OPG, certain services (the “ONI Services”) in accordance with this Agreement.
6. The parties wish to enter into this Agreement to set out the terms and conditions upon which OPG would provide such personnel, certain equipment or materials and services to ONI, and upon which ONI may provide the ONI Services to OPG.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto) the parties covenant and agree each with the other as follows:

SECTION 1 – APPLICATION AND PROCESS

1.1 APPLICABILITY

- (a) This Agreement governs:
 - (i) OPG’s provision to ONI of personnel and certain equipment or materials, access to OPG property and assets, and professional and corporate support services; and

- (ii) ONI's provision of ONI Services to OPG.
- (b) The process for requesting releasing and recoding services to be provided under this Agreement is set out in Appendix A attached hereto.

1.2 PROVISION OF PERSONNEL

- (a) ONI Support Employees. Subject to the terms and conditions herein, OPG will provide or arrange for the provision of existing OPG employees or other OPG labour resources to ONI, as may be requested by ONI. Existing OPG employees may provide support in executing and managing ONI's operations on a full-time basis ("**Secondments**") or perform discrete work characterized by tasks, activities, or duties for or on behalf of ONI, including to parties with whom ONI has a commercial relationship for the provision of services ("**Operational Resources**"). Collectively, Secondments and Operational Resources represent "**ONI Support Employees**".
- (b) OPG Support Employees. Subject to the terms and conditions herein, ONI will provide or arrange for, from time to time, the provision of existing ONI employees or other ONI labour resources to OPG, as requested by OPG (collectively, "**OPG Support Employees**") to perform duties for or on behalf of OPG, including to parties with whom OPG has a commercial relationship for the provision of services. In doing so, ONI will also provide OPG with an estimate of costs OPG can expect to incur in procuring this service.
- (c) Annual Employee Plan. ONI shall deliver to OPG an annual employee resourcing plan setting out expected Secondments requirements for internal business support and Operational Resources requirements, including for commercial or technical support needs arising from possible commercial opportunities for the upcoming year. Upon receipt of the ONI employee plan, OPG shall review and notify ONI of any anticipated resourcing constraints. For clarity, the employee plan is expected to be provided as part of the annual business planning process completed by ONI in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. ONI and OPG shall coordinate throughout the term of this Agreement to ensure that ONI has continuous access to OPG's employee resources subject to the qualifications set out in this Section 1.2(c).
- (d) ONI Support Employee Assignment Request. ONI shall make all ONI Support Employee requests to OPG as promptly as possible. Such request shall specify the number of ONI Support Employees needed, the expected duration of such requested services and the type of services that will be performed by the requested ONI Support Employees. The parties agree that the choice of which employee and how many employees are made available as ONI Support Employees is subject to the mutual approval of both parties. Notwithstanding the foregoing, OPG is under no obligation to provide any employees to ONI if such resource allocation would result in an impact to the current service standard levels provided at OPG's facilities, or would represent a reasonable risk to the safe operations of OPG's facilities.
- (e) ONI Support Assignment Agreement. OPG will enter into a subcontract agreement, secondment agreement, work assignment or such other form of agreement or document agreed to between ONI and OPG (a "**ONI Support Assignment Agreement**") to document the terms of any ONI Support Employee assignment. ONI Support Assignment Agreements will be among ONI and OPG, and if necessary, the applicable ONI Support Employee, and will specify that the ONI Support Employee

will be working on behalf of ONI, identifying the work locations designated by ONI, and other terms of the assignment agreeable to OPG, ONI and, if applicable, the ONI Support Employee. Each ONI Support Assignment Agreement shall ensure that ONI's confidentiality obligations to third party clients will be adhered to by such ONI Support Employee. All ONI Support Employees will remain employees of OPG and not become employees, servants or agents (except to the extent expressly specified in the applicable ONI Support Assignment Agreement) of ONI. All pay and benefits of the ONI Support Employees will continue to be the responsibility of OPG.

- (f) Invoices and Expenses. OPG will, in accordance with Section 7 or as otherwise agreed to between ONI and OPG, invoice ONI at the greater of:
- (i) the market price for providing the applicable services as appropriate,
 - (ii) all costs incurred by OPG in providing such services including:
 - (A) OPG's applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs incurred by OPG with respect to the administration of the employees incurred by OPG for each ONI Support Employee and any additional costs paid by OPG in accordance with the ONI Support Assignment Agreements for those ONI Support Employees;
 - (B) all third party expenses incurred by OPG in providing such services; and
 - (C) the direct cost of certain equipment or materials, or other deliverables used to provide such services, and
 - (iii) all business expenses reasonably incurred by the ONI Support Employees in connection with the applicable services.
- (g) Service Standard. ONI Support Employees will follow, at a minimum, the principles contained in OPG's Safe Operations Rules, OPG's Code of Business Conduct, ONI's Code of Business Conduct and all applicable quality assurance programs implemented by either OPG or ONI's clients. In addition, ONI will ensure that all ONI Support Employees comply with the safety programs of the applicable jurisdiction in which they are performing services on behalf of ONI.
- (h) The parties agree that the work and services provided by ONI Support Employees are separate and distinct from the Professional and Corporate Services provided by OPG to ONI in accordance with Section 4 and shall be invoiced by OPG separately from such Professional and Corporate Services.
- (i) OPG acknowledges and agrees that the ONI Support Employees resources contemplated in this Agreement may be characterized by ONI to third party clients as a prime contractor subcontractor relationship. OPG will provide such further assurances of such arrangement, as may be reasonably requested by ONI.

SECTION 2 – PROVISION OF CAPITAL EQUIPMENT

2.1 ALLOCATED EQUIPMENT

Subject to the terms and conditions herein, upon request from ONI, OPG may rent, lease or sell, as applicable, from time to time, certain equipment or materials (“**ONI Allocated Equipment**”) to ONI so that ONI can provide services to third parties for the purposes of carrying on ONI's business activities. ONI Allocated Equipment shall include all necessary licenses, permits and approvals related to the transfer and

use of such equipment, to the extent such licenses, permits and approvals can be transferred to, or otherwise relied on by, ONI.

2.2 ANNUAL EQUIPMENT PLAN

ONI shall deliver to OPG an annual equipment plan setting out potential equipment resource requirements for the upcoming year. Upon receipt of the ONI equipment plan, OPG shall review and notify ONI of any anticipated resourcing constraints and identify any potential contingency resources that may be available for such year. For clarity, the annual equipment plan is expected to be provided as part of the annual business planning process completed by ONI in accordance with timelines as set out by OPG, and may be revised and updated throughout the year. ONI and OPG shall coordinate throughout the term of this agreement to ensure that ONI has continuous access to OPG's equipment resources subject to the qualifications in Section 2.3.

2.3 EQUIPMENT REQUESTS

ONI shall make all requests for certain equipment and material to OPG as promptly as possible. Such request shall specify the type of equipment or materials requested, the location such equipment or material will be used at, the expected duration such equipment or material will be needed and the preferred nature of the equipment or material agreement (i.e. rental or sale). OPG is under no obligation to provide any ONI Allocated Equipment if such resource allocation would result in an impact to the current service standard levels provided at OPG's facilities, would represent a reasonable risk to the safe operations of OPG's facilities.

2.4 ALLOCATED EQUIPMENT AGREEMENTS

Upon receipt and approval of a request for ONI Allocated Equipment from ONI, OPG will document the terms and condition of the rental or sale agreement, as applicable, between ONI and OPG (a "**ONI Allocated Equipment Agreement**"). Any and all costs incurred by OPG to rent or sell ONI Allocated Equipment to ONI will be borne wholly by ONI, including, without limitation the cost of all activities required to document, supply and deliver the ONI Allocated Equipment, all applicable freight, insurance, taxes and other charges incurred by OPG and reasonable wear and tear costs. Except as otherwise specified herein, ONI Allocated Equipment will be rented or sold, as applicable, at OPG's net book value by applying the remaining useful life to determine the calculated cost of such ONI Allocated Equipment, including a return on invested capital.

2.5 OWNERSHIP

Except as otherwise provided in a ONI Allocated Equipment Agreement, the ONI Allocated Equipment is, and shall at all times be and remain, solely and exclusively the property of OPG, and no right, title or interest in the ONI Allocated Equipment shall pass to ONI other than the right of ONI to possess and use the ONI Allocated Equipment for the term as provided in the ONI Allocated Equipment Agreement or as otherwise agreed to between OPG and ONI. The ONI Allocated Equipment shall remain personal property notwithstanding that the ONI Allocated Equipment or any part of the ONI Allocated Equipment may be affixed or attached to any other personal or real property.

2.6 LIABILITY AND INSURANCE

ONI shall be liable to OPG for all loss or damage (reasonable wear and tear excepted), cost, expense, charge, fine or penalty arising out of the ONI Allocated Equipment for the duration such ONI Allocated

Equipment is in the custody and control of ONI. ONI shall give OPG notification of any loss or damage promptly upon ONI becoming aware of same. In the event of any such loss or damage, ONI shall pay to OPG the cost of either repairing or replacing the ONI Allocated Equipment or portion thereof that is subject to the loss or damage. ONI Allocated Equipment will be and remain at the risk of ONI until returned to OPG in accordance with the ONI Allocated Equipment Agreement. ONI will continue in full force and effect all insurance policies required in accordance with the ONI Allocated Equipment Agreement and give all notices and present all claims under all insurance policies in due and timely fashion.

SECTION 3 – NUCLEAR LIABILITY PROTECTION FOR ONI AND ITS SUBCONTRACTORS OR SUPPLIERS

3.1 PARTICULAR DEFINITIONS FOR NUCLEAR LIABILITY

For the purposes of this Section 3,

“**Losses**” means any and all losses of any kind or nature, including but not limited to economic loss, damage to property, personal injury, psychological damage, the cost of measures of reinstatement of impaired environment, cost of preventative measures and loss of income; provided, further, that nothing is excluded from the ambit of Losses, including heads of damage which are traditionally not recoverable at law. Losses includes but is not limited to damages, injuries, claims (including any costs incurred in respect thereof), demands, costs, adverse judgments, findings or rulings, penalties, expenses, payments, liabilities, whether personal, economic or preventative, direct or consequential, and whether incurred through settlement, in a court of law, in arbitration, in a regulatory proceeding or as a result of the directive, determination, finding, or order of a governmental authority or any obligation imposed by operation of any applicable law, or otherwise.

“**Nuclear Damage**” means any Losses, of any kind, to the extent that the Losses arise out of or result from a Nuclear Incident at an OPG facility.

“**Nuclear Incident**” means, in respect of the Nuclear Installation, any of the following, or any combination thereof:

- (a) a “nuclear incident” as defined under the *Nuclear Liability and Compensation Act* (Canada) or a nuclear liability convention; or
- (b) any emission of ionizing radiation from any source of radiation within, or released from, the Nuclear Installation; or
- (c) any occurrence involving Nuclear Material to the extent that such occurrence arises out of, or results from, or is connected with the radioactive properties, or a combination of the radioactive properties, and any toxic, explosive or other hazardous properties of, such Nuclear Material; or
- (d) any occurrence involving both non-nuclear material and, as described in (c) above, Nuclear Material, to the extent that it cannot be identified as having been caused only by the non-nuclear material; or
- (e) any occurrence elsewhere than on the site of the Nuclear Installation involving Nuclear Material which at the time of such occurrence:
 - (i) is being transported to or from such site;
 - (ii) is being transported by or on behalf of any party, whether or not to or from such site;
 - (iii) is Nuclear Material that has been on such site, or has been transported to or from such site, or has been transported by or on behalf of any party, whether or not to or from such site,

in each case to the extent that such occurrence arises out of or results from or is connected with the radioactive properties, or a combination of the radioactive properties and any toxic, explosive or other hazardous properties of, such Nuclear Material.

“**Nuclear Installation**” means any of the following:

- (a) any “nuclear reactor (as such term is defined in the *Nuclear Liability and Compensation Act* (Canada)) owned and operated by OPG;
- (b) any factory using “nuclear fuel” (as such term is defined in the *Nuclear Liability and Compensation Act* (Canada)) for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the re-processing of irradiated Nuclear Fuel owned and operated by OPG; and
- (c) any facility where Nuclear Material is stored owned and operated by OPG.

“**Nuclear Material**” means any of the following:

- (a) “nuclear material” as defined under the legislation of the “installation state” (such term itself being defined under the *Nuclear Liability and Compensation Act* (Canada));
- (b) nuclear fuel, other than natural uranium or depleted uranium, that can produce energy by a self-sustaining nuclear fission chain reaction outside a nuclear reactor either alone or in combination with another material; and
- (c) radioactive products or waste.

“**Operator**” means, in relation to the Nuclear Installation, the person designated or recognized by the Installation State as the operator of that nuclear facility or who is otherwise the de facto operator of that nuclear facility.

3.2 NUCLEAR LIABILITY TERMS

- (a) The parties expressly acknowledge and agree that in no event and under no circumstances shall ONI, irrespective of any of its activities, assume any role as Operator or be deemed to be an Operator of a Nuclear Installation.
- (b) The parties acknowledge that OPG may, from time to time, allow ONI to access its Nuclear Installations and that Nuclear Damage may arise out of or relate to ONI’s potential activities and uses permitted or contemplated under the Agreement. As between the parties, OPG shall be exclusively and absolutely liable for all Nuclear Damage, wherever suffered or incurred and however caused, and OPG waives all rights (both present and future) to make any claim against ONI in respect thereof. OPG shall indemnify, defend and hold harmless ONI from and against all Nuclear Damage wherever suffered or incurred and however caused, without limitation, as a result of, in respect of, or in any way related to, connected to, or arising out of ONI’s potential activities and uses permitted or contemplated under the Agreement.
- (c) ONI shall not have any liability for, and OPG shall waive all rights (both present and future) against ONI in respect of, loss of, or loss of use of, property at the Nuclear Installation, or to the means of transport, or to storage incidental to transport of Nuclear Material for which OPG is responsible at law.
- (d) The parties acknowledge that ONI may be asked by its contractual counterparties to obtain from OPG certain waivers or indemnities in respect of Nuclear Damage. Where it is necessary to ONI’s business and appropriate in the opinion of OPG’s Law Division, OPG authorizes ONI to flow down

nuclear liability protection to its subcontractors or suppliers up to the full measure of protection afforded to ONI under this Agreement. However, the degree of nuclear liability protection that OPG authorizes ONI to flow down to its subcontractors or suppliers in a given circumstance is in accordance with the following terms:

- (i) in respect of subcontractors or suppliers who have recently entered into a direct contract with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG has agreed to in such direct contracts with these suppliers or subcontractors; or
- (ii) in respect of subcontractors or suppliers who have not recently entered into direct contracts with OPG containing nuclear liability terms, such protection is consistent with the terms that OPG recently has agreed to in a direct contract with a similarly situated subcontractor or supplier.

SECTION 4 – PROFESSIONAL AND CORPORATE SERVICES

OPG will provide or arrange for the provision of professional and corporate services required in connection with the operation of the business interests of ONI and as requested by ONI. The fees for Professional and Corporate Services will be based on the actual fully burdened OPG labour rates per hour, and will include OPG's applicable employee costs including salary, incentive compensation, standard OPG allocations for benefits and pension and any applicable overhead or administrative costs, or third party costs (including, for certainty, legal and advisory services) incurred by OPG with respect to the administration of the services and will be charged on a monthly basis.

SECTION 5 – ONI POVISION OF GOODS AND SERVICES

- (a) ONI Services shall be provided in accordance with (1) all applicable terms and conditions of this Agreement, and (2) those specific terms and conditions set out in the attached Appendix B.
- (b) The parties agree to negotiate the terms and conditions of Appendix B no later than one (1) year after the Effective Date, and, upon successful completion of such negotiations, to incorporate such negotiated terms and conditions into Appendix B by execution of an amendment in accordance with Section 14(h).
- (c) For the avoidance of doubt, no ONI Services shall be provide under this Agreement until the successful negotiation of Appendix B, in accordance with this Section 5(b), and the incorporation of Appendix B into this Agreement in accordance with Section 14(h).

SECTION 6 – INTELLECTUAL PROPRETY

- (a) For the purposes of this Section 6, “**Intellectual Property Assets**” means any and all rights that are or may be granted to, or recognized for the benefit of, any party under any legislation regarding patents, copyright and any copyrightable subject matter (including moral rights), trade-marks, trade names, service marks, confidential information or trade secrets, industrial or, as applicable, patent designs, integrated circuit topography rights and any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights in any and all applications, registrations, re-issues, divisionals, continuations, continuations-in-part, renewals, re-examinations relating to the foregoing, and any and all rights in and to licenses and sub-licenses from third parties relating to the foregoing.

- (b) Each party will retain all of its Intellectual Property Assets to any information provided to the other party under this Agreement, and nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to a party or any third party any right, title or interest in or to the Intellectual Property Assets of the other party.
- (c) Notwithstanding Section 6(b), the parties acknowledge and agree that the parties may negotiate different intellectual property rights to a party's Intellectual Property Assets in a future arrangement.

SECTION 7 – TERM

This Agreement commenced on the Effective Date and shall terminate December 31, 2030, unless earlier terminated by the parties in writing, and subject to renewal with the mutual consent of the parties.

SECTION 8 – TERMINATION

Notwithstanding Section 7, this Agreement may be terminated upon 30 days prior written notice by either party to the other party or upon the occurrence of the following events:

- (a) in the event the parties fail to agree to a Work Request Form and/or a Work Estimate and Approval Form as set out in Appendix A;
- (b) in the event of a material default in the performance of the Agreement by such other party; or
- (c) by written notice effective immediately if the other party makes any extraordinary arrangement with its creditors generally, commits an act of bankruptcy, goes into liquidation or winding-up, has execution or distress levied upon any of its assets, or becomes unable to pay its debts, including its debts to the other party, as they fall due.

Upon termination of this Agreement pursuant to this Section 8,

- (d) the provisions of this Agreement which are expressed to survive this Agreement or to apply notwithstanding termination hereof shall be observed by both parties hereto; and
- (e) neither party shall be liable to the other party, either for fees, expenses, other compensation, or damages of any kind or character whatsoever, whether on account of the loss by OPG or ONI of present or prospective profits or fees on sales or anticipated sales, or expenditures, investments, or commitments made in connection therewith, or in connection with the establishment, development, or maintenance of the business of any party, or on account of any other cause or thing whatsoever, provided that such termination shall not prejudice or otherwise affect the rights or liabilities of any party with respect to any indebtedness owing by either party to the other party at the time of termination.

SECTION 9 – INVOICE AND PAYMENT

After the end of each month, OPG shall provide ONI with a notice (the “**Invoice**”) setting forth the total amount owing to OPG in respect of the ONI Support Employee services, charges for certain equipment or materials used by ONI, and the professional and corporate services provided during such month. The Invoice will be delivered within the first 15 days of the following month and ONI shall be required to review and comment on such Invoice within 15 days following receipt thereof. ONI shall pay all undisputed

amounts payable under such Invoice on the twenty fifth day of such following month (the “**Due Date**”) (and if the Due Date is not a Business Day, the immediately following Business Day), and any disputed amounts shall be resolved in accordance with Section 12. Except as otherwise expressly provided herein “**Business Day**” means any day except a Saturday, Sunday, banking holiday or a statutory holiday in Toronto, Ontario and shall open at 8:00 a.m. and close at 5:00 p.m. local time. The invoicing and procedure set out in this Section 9 is the only approved procedure by which ONI may compensate OPG under this Agreement. For clarity, OPG cannot charge costs to ONI by way of an accounting or book transfer.

SECTION 10 – CONFIDENTIALITY

- (a) In the course of this Agreement, OPG or ONI (each a “**Disclosing Party**”, as the context requires) will disclose to the other party (each a “**Receiving Party**”, as the context requires) certain information (including applications of that information) which is confidential, a trade secret or otherwise proprietary to the Disclosing Party, including this Agreement (collectively, the “**Confidential Information**”). Confidential Information does not include, however, information that the Receiving Party is able to demonstrate to the Disclosing Party’s satisfaction, acting reasonably: (i) was or becomes generally known to the public through no fault of the Receiving Party or its respective shareholders, directors, officers, partners, members, representatives, agents, advisors or any of the Receiving Party’s personnel or any other person for whom the Receiving Party is responsible at law; (ii) was specifically known by the Receiving Party before disclosure by the Disclosing Party and was not subject to any confidentiality obligation; (iii) was developed or ascertained independently without reference to the other party’s Confidential Information; or (iv) was received from a third party without such third party being under a duty of confidentiality.
- (b) All Confidential Information remains, at all times, the exclusive property of the respective Disclosing Party. Except as expressly set out in this Agreement, a respective Receiving Party has no licence or other right to use or disclose any Confidential Information for any purpose whatsoever. Such Receiving Party may use Confidential Information only in respect of the preparation or provision of the goods, services and personnel as set out in this Agreement. Such Receiving Party will ensure that none of its current or former shareholders, directors, officers, partners, members, representatives, agents and advisors or any of its personnel or any other person for whom such Receiving Party is responsible at law will use any of the Confidential Information for any purposes other than those expressly set out in this Section 10.
- (c) At the Disclosing Party’s request, the Receiving Party will promptly (and in any event, within ten business days of receipt of such request) return to the Disclosing Party or destroy, at the Disclosing Party’s election, any and all Confidential Information belonging to the Disclosing Party, including all reproductions and any documents based on any of the Confidential Information, and will not retain any copies thereof provided that the Receiving Party may retain any copies of Confidential Information (a) required to comply with the requirements of any applicable legislation, other legal requirement, internal record retention policies or procedures or good governance, and (b) automatically created on the Receiving Party’s computer systems by its normal back-up procedures for the period it normally archives backed-up computer records; however, such Confidential Information referred to in (a) and (b) remains confidential and subject to the terms of this Agreement. Promptly following delivery or destruction, as the case may be, on the request of the Disclosing Party, the Receiving Party will provide the Disclosing Party with written confirmation of completion.

SECTION 11 – NOTICES

Unless otherwise provided herein, every notice provided for in this Agreement shall be in writing directed to the party to whom given, made or delivered at such party's address, by registered mail, by electronic mail or personally as follows:

If to OPG:

Ontario Power Generation Inc.
700 University Avenue, H18
Toronto, Ontario
M5G 1X6

Attention: Kim Lauritsen, SVP Enterprise Strategy
& Growth

Email: kim.lauritsen@opg.com

If to ONI:

Origin Nuclear Inc.
700 University Avenue, H18
Toronto, Ontario
M5G 1X6

Attention: Jos Diening, President & CEO

Email: jos.diening@originnuclear.com

Either party may change its address from time to time by giving written notice of such change to the other party. If any such notice is delivered by hand to an officer of the addressee, it shall be deemed to have been received by the addressee as soon as such delivery or transmission has been made to said officer.

SECTION 12 – DISPUTE RESOLUTION PROCEDURE

In the event that a dispute arises concerning any of the matters set forth herein, OPG and ONI shall cause the representatives designated by it to prepare and circulate promptly to the President of OPG and the President of ONI a written statement setting forth its position on the matter in dispute and its reasons for adopting such position. Each such office shall use their best efforts to resolve the matter in dispute within ten (10) Business Days (as such term is defined in Section 9 of this Agreement) following their receipt of such statement. If such officers agree upon a resolution of the matter, each of OPG and ONI shall take such action and necessary steps to ensure that such resolution is fully and promptly carried into effect.

SECTION 13 – COMPLIANCE WITH ANTI-CORRUPTION LAWS

- (a) Each party will comply with, and will take all reasonable measures to ensure that its employees; subcontractors, agents or other third parties subject to its control or determining influence will comply with, all applicable anti-corruption laws and policies, including the *Foreign Corrupt Practices Act* (U.S.), the *Corruption of Foreign Public Officials Act* (Canada), the *Bribery Act* (U.K.) and any applicable laws of similar effect of any other jurisdiction (collectively “Anti-Corruption Laws”), in connection with the services supplied hereunder.
- (b) Each party represents, warrants and undertakes that it has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance with Anti-Corruption Laws, including policies and procedures designed to ensure that all agents, consultants or other persons employed or acting on its behalf or facilitating the conduct of its business comply with Anti-Corruption Laws.

SECTION 14 – GENERAL

- (a) Entirety. This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to the matters herein. All prior written or oral understandings, offers or other communications of every kind pertaining to the matters herein are abrogated and withdrawn.
- (b) Relationship. This Agreement shall not be construed to constitute a joint venture, partnership or agency between OPG and ONI. ONI acknowledges that it does not have, nor hold itself out to others as having, authority to bind OPG to contracts, agreements or other obligations.
- (c) Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of OPG, ONI and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party.
- (d) Headings. Headings provided in this Agreement shall have no meaning and are included only to facilitate reading of the Agreement.
- (e) Controlling Law. This Agreement is and shall be deemed to be a contract entered into pursuant to the laws of Ontario and shall in all respects be governed and enforced in accordance with the laws of Ontario.
- (f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed an original signature.
- (g) Separability of Clauses. Any provision or provisions of this Agreement which in any way contravene the law of any province, state or country in which this Agreement is effective shall, in such province, state or country, to the extent of such contravention of law be deemed separable and shall not affect any other provision hereof or the validity hereof.
- (h) Amendment. Except as expressly provided in this Agreement, no amendment of this Agreement in whole or in part is binding unless it is in writing and signed by each party.
- (i) Waiver. Either party may waive any right, interest, or condition of this Agreement which is for its benefit without implying the waiver of any other right or interest, or subsequent waiver.

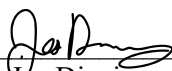
[Remainder of this page intentionally left blank; signature page and appendices to follow.]

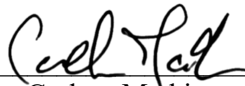
IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

ONTARIO POWER GENERATION INC.

By: 
Name: Kim Lauritsen
Title: SVP Enterprise Strategy & Growth
Date: 29 August 2025

ORIGIN NUCLEAR INC.

By: 
Name: Jos Dening
Title: President & CEO
Date: 29 August 2025

By: 
Name: Carlton Mathias
Title: Secretary
Date: 2 September 2025

[Signature Page – Business and Services Agreement]

APPENDIX A

PROCESS FOR REQUESTION, RELEASING, AND RECORDING AGREED UPON SERVICES

As referenced in Section 1 of the Agreement, services can be requested by either party from time to time. Sections 1-5 of this Appendix A describe how to request services, obtain approval and appropriately file the release. This process is necessary to ensure that both OPG and ONI understand what has been agreed to, the duration of each release and to allow the businesses to maintain a controlled listing of work currently being executed and work that needs to be planned. Some services may require that the parties develop additional forms of documentation to appropriately describe those services and agree upon the terms and conditions that apply to those services. In such cases a Work Request Form need not be completed.

1. Request for Services

Services which are required and can be provided, shall be initially identified through verbal discussions during the business planning process or during the normal course of business. To finalize a services request, a Work Request Form (see sample below) will be completed and will indicate the project name or defined work package, a brief description of the services required, and any timeline, other limitation, or applicable conditions, including special terms and conditions.

Sample

| Work Request Form | |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Requesting Department and Organization | example - Enterprise Projects, OPG |
| Contact email | john.smith@opg.com |
| Start Date | January 1, 2021 |
| End Date | December 31, 2021 |
| Summary of Work | Summary of estimation requirements |
| Special Considerations - specialized requirements | Special qualifications, performance expectations, milestones, any other relevant information associated with the work |
| Submission Date | January 1, 2021 |
| Required Response Required by | January 2, 2021 |

2. Definition and Estimation

Upon receipt of a Work Request Form, the responding organization will determine if it can provide an estimate in response. If the responding organization can, it shall complete a Work Estimate and Approval Form (see sample below), confirming the work to be carried out, the schedule, resources and total estimated cost. Before returning this estimation to the requesting party, the details will be approved by the appropriate

OAR authority allowed to authorize contractual commitments for the organization. The form will then be routed to the requesting organization.

| Work Estimate and Approval to Proceed Form | | | | | | | | | | | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------------|------|------|------|------|------|------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------|------------------------------------------|--------------------------|--------------------------------------|--------------------------|
| Release under the General Services Agreement between Laurentis Energy Partners and OPG | | | | | | | | | | | | | | | | | | |
| Revision # | | | | | | | | | | | | | | | | | | |
| Date | | | | | | | | | | | | | | | | | | |
| <p>The agreed upon, identified support is intended to capture total support requirements provided through SLA agreements are aligned with OPG's and ONI's approved Accounting Treatments. For SLA purposes and BPC rollup, project #s have been simplified for SLA approvals/Bping.</p> <p style="background-color: yellow;">Note: Please see attached SoW document for the services to be provided.</p> | | | | | | | | | | | | | | | | | | |
| Bundle/ Function | Bundle/ Function | Service Provider | | | | | | | | | | | | | | | | |
| | | OPG or ONI | | | | | | | | | | | | | | | | |
| Annual Requirement | | | | | | | | | | Total | | | | | | | | |
| Project # | Description | Unit | Additional Information (JF2, etc) | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2021-2026 | | | | | | | | |
| | | \$k | | | | | | | | 0 | | | | | | | | |
| | | \$k | | | | | | | | 0.0 | | | | | | | | |
| | | \$k | | | | | | | | 0.0 | | | | | | | | |
| | | \$k | | | | | | | | 0.0 | | | | | | | | |
| | | \$k | | | | | | | | 0.0 | | | | | | | | |
| | | FTE | | | | | | | | 0.0 | | | | | | | | |
| | | FTE | | | | | | | | 0.0 | | | | | | | | |
| | Total Labour \$ | \$k | Total Labour \$ | 0 | 0 | 0.0 | 0.0 | 0.0 | 0.0 | 0 | | | | | | | | |
| | | \$k | | | | | | | | 0.0 | | | | | | | | |
| | | FTE | | | | | | | | 0.0 | | | | | | | | |
| | | \$k | | | | | | | | 0.0 | | | | | | | | |
| Subtotal, FTE | | FTE | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | |
| Subtotal Non-Labour, \$ | | \$ | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> <p>SLA Approvals: Service Provider (OAR) I have reviewed this estimation and agree that this service proposal can be delivered as submitted.</p> <p>Name _____ Title _____ Organization _____</p> <p>Signature _____ Date: _____</p> </td> <td style="width: 60%; vertical-align: top;"> <p>Acceptance Approval (OAR) I accept this proposal and request that this service be executed.</p> <p>Name _____ Title _____ Organization _____</p> <p>Signature _____ Date: _____</p> </td> </tr> </table> | | | | | | | | | | | <p>SLA Approvals: Service Provider (OAR) I have reviewed this estimation and agree that this service proposal can be delivered as submitted.</p> <p>Name _____ Title _____ Organization _____</p> <p>Signature _____ Date: _____</p> | <p>Acceptance Approval (OAR) I accept this proposal and request that this service be executed.</p> <p>Name _____ Title _____ Organization _____</p> <p>Signature _____ Date: _____</p> | | | | | | |
| <p>SLA Approvals: Service Provider (OAR) I have reviewed this estimation and agree that this service proposal can be delivered as submitted.</p> <p>Name _____ Title _____ Organization _____</p> <p>Signature _____ Date: _____</p> | <p>Acceptance Approval (OAR) I accept this proposal and request that this service be executed.</p> <p>Name _____ Title _____ Organization _____</p> <p>Signature _____ Date: _____</p> | | | | | | | | | | | | | | | | | |
| <p>Routing of completed SLA Releases: cc: finance@laurentisenergy.com</p> | | | | | | | | | | | | | | | | | | |
| <p>ONI - Finance Use only</p> <table style="width: 100%; border: none;"> <tr> <td>Sales order or Purchase order completed</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>Alignment with Project completed</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>Contractor Utilization updates completed</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>Business Planning Schedule completed</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> </table> | | | | | | | | | | | Sales order or Purchase order completed | <input type="checkbox"/> | Alignment with Project completed | <input type="checkbox"/> | Contractor Utilization updates completed | <input type="checkbox"/> | Business Planning Schedule completed | <input type="checkbox"/> |
| Sales order or Purchase order completed | <input type="checkbox"/> | | | | | | | | | | | | | | | | | |
| Alignment with Project completed | <input type="checkbox"/> | | | | | | | | | | | | | | | | | |
| Contractor Utilization updates completed | <input type="checkbox"/> | | | | | | | | | | | | | | | | | |
| Business Planning Schedule completed | <input type="checkbox"/> | | | | | | | | | | | | | | | | | |

3. Review and Authorization

If the proposal is acceptable, the requesting party will approve the work to proceed through their respective OAR position holder(s). A copy will be routed back to the responding organization for confirmation to proceed and the services will be filed, transactional systems updated, and reports generated based on these

commitments within both organizations. If OPG is the requesting party, OPG and ONI will also execute a Services Appendix to document the ONI Services.

4. Change Management – on released work

If aspects such as cost estimations, cancellations, terms or special conditions change, a change request be circulated following a similar process as identified in step 2-3 to ensure all stakeholders are duly notified and are agreeable to such changes. The same form can be used and should be marked clearly as a CHANGE to any existing services.

5. Facility Policies and Procedures

If ONI Support Employees provide services at a ONI site, such employees shall do so in accordance with ONI policies and procedures, including security checks, that have been identified to OPG. ONI will provide

APPENDIX B

TERMS FOR THE PROVISION OF GOODS AND SERVICES BY ONI TO OPG

SEC Interrogatory #183

Interrogatory

**Reference:
F3-2-1**

Question(s):

With respect to the Nuclear Isotopes Usage Fee:

- a) Please provide the full underlying calculations, and the basis for the inputs.
- b) Does the fee include Laurentis Energy Partners plan to produce Lutetium-177 and Yttrium-90?

Response

- a) The requested information is provided in Attachments 1 to 3. These calculations are performed for each of Darlington Unit 2 and Unit 3 with respect to the use of such reactors by OPG's unregulated subsidiary Laurentis Energy Partners to produce certain isotopes, and for Darlington station as a whole with respect to the use of all four reactors by OPG to produce Cobalt-60. Such fees are applied upon the commencement of commercial production of the isotopes at the corresponding unit or station and have been forecasted accordingly in this Application.¹
- b) Yes.

¹ As anticipated in EB-2020-0290, Laurentis Energy Partners undertook a project to construct modification at Darlington Unit 2 with the goal of producing Molybdenum-99. The project involved a capital investment in partnership with a third party and carried technical risk due to the complexity of the irradiation methods. At present, while the modification is operational, commercial production of Molybdenum-99 has not yet commenced pending the resolution of some of these risks.

Numbers may not add due to rounding.

Attachment 1
Nuclear Isotopes Asset Usage Fee- Darlington Unit 2- Laurentis Energy Partners

| Line | Component | Reference | 2027 | 2028 | 2029 | 2030 | 2031 |
|------|-----------------------------------------------|------------------------------------------------------------------------------------------|-------|-------|-------|-------|-------|
| 1 | Total Depreciation | | 198.2 | 208.4 | 214.2 | 224.4 | 237.4 |
| 2 | % Allocated ¹ | | 0.8% | 0.8% | 0.7% | 0.7% | 0.6% |
| 3 | Asset Usage Fee- Depreciation | Line 1 x Line 2 | 1.6 | 1.6 | 1.6 | 1.5 | 1.5 |
| | | | | | | | |
| | Cost of Capital | | | | | | |
| 4 | Net Book Value | | 4,648 | 4,693 | 4,597 | 4,622 | 4,690 |
| | | | | | | | |
| 5 | Cost of Debt | Line 4 x Ex. C1-1-1 Tables 1-5, col. b), Line 4 x Ex. C1-1-1 Tables 1-5, col. c), Line 4 | 102.5 | 107.7 | 108.1 | 110.0 | 112.1 |
| 6 | Return On Equity | Line 4 x Ex. C1-1-1 Tables 1-5, col. b), Line 5 x Ex. C1-1-1 Tables 1-5, col. c), Line 5 | 220.2 | 222.3 | 217.8 | 218.9 | 222.2 |
| 7 | Total Cost of Capital | Line 5 + Line 6 | 322.7 | 330.0 | 325.9 | 328.9 | 334.3 |
| 8 | Asset Usage Fee- Cost of Capital | Line 7 x Line 2 | 2.6 | 2.5 | 2.4 | 2.2 | 2.1 |
| | | | | | | | |
| 9 | Tax gross up | Line 6 * Line 2 * (25% / (1 -25%)) | 0.6 | 0.6 | 0.5 | 0.5 | 0.5 |
| 10 | Asset Usage Fee- Tax-Adjusted Return | Line 8 + Line 9 | 3.2 | 3.0 | 2.9 | 2.7 | 2.6 |
| | | | | | | | |
| 11 | Other Costs | | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 |
| | | | | | | | |
| 12 | Asset Usage Fee- Darlington Unit 2- Laurentis | Line 3 + Line 10 + Line 12 | 5.0 | 4.8 | 4.7 | 4.5 | 4.3 |

Notes:

- The relative undepreciated book value of investments into the Darlington Unit 2 generation assets and the respective modifications required to produce the isotopes is used to apportion the depreciation expense and return components between the Nuclear generation business and the unregulated business.

Numbers may not add due to rounding.

Attachment 2
Nuclear Isotopes Asset Usage Fee- Darlington Unit 3- Laurentis Energy Partners

| Line | Component | Reference | 2027 | 2028 | 2029 | 2030 | 2031 |
|------|-----------------------------------------------|------------------------------------------------------------------------------------------|-------|-------|-------|-------|-------|
| 1 | Total Depreciation | | 133.7 | 144.0 | 149.6 | 159.8 | 172.9 |
| 2 | % Allocated ¹ | | 4.0% | 4.9% | 4.7% | 4.3% | 3.9% |
| 3 | Asset Usage Fee- Depreciation | Line 1 x Line 2 | 5.4 | 7.0 | 7.0 | 6.9 | 6.8 |
| | | | | | | | |
| | Cost of Capital | | | | | | |
| 4 | Net Book Value | | 3,114 | 3,225 | 3,192 | 3,281 | 3,416 |
| | | | | | | | |
| 5 | Cost of Debt | Line 4 x Ex. C1-1-1 Tables 1-5, col. b), Line 4 x Ex. C1-1-1 Tables 1-5, col. c), Line 4 | 68.7 | 74.0 | 75.1 | 78.1 | 81.6 |
| 6 | Return On Equity | Line 4 x Ex. C1-1-1 Tables 1-5, col. b), Line 5 x Ex. C1-1-1 Tables 1-5, col. c), Line 5 | 147.5 | 152.8 | 151.2 | 155.4 | 161.8 |
| 7 | Total Cost of Capital | Line 5 + Line 6 | 216.2 | 226.8 | 226.3 | 233.5 | 243.4 |
| 8 | Asset Usage Fee- Cost of Capital | Line 7 x Line 2 | 8.8 | 11.1 | 10.6 | 10.1 | 9.5 |
| | | | | | | | |
| 9 | Tax gross up | Line 6 * Line 2 * (25% / (1 -25%)) | 2.0 | 2.5 | 2.4 | 2.2 | 2.1 |
| 10 | Asset Usage Fee- Tax-Adjusted Return | Line 8 + Line 9 | 10.7 | 13.6 | 13.0 | 12.3 | 11.6 |
| | | | | | | | |
| 11 | Other Costs | | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 |
| | | | | | | | |
| 12 | Asset Usage Fee- Darlington Unit 3- Laurentis | Line 3 + Line 10 + Line 11 | 16.3 | 20.8 | 20.2 | 19.4 | 18.6 |

Notes:

- 1 The relative undepreciated book value of investments into the Darlington Unit 3 generation assets and the respective modifications required to produce the isotopes is used to apportion the depreciation expense and return components between the Nuclear generation business and the unregulated business.

Numbers may not add due to rounding.

Attachment 3
Nuclear Isotopes Asset Usage Fee- Darlington- OPG

| Line | Component | Reference | 2027 | 2028 | 2029 | 2030 | 2031 |
|------|--------------------------------------|------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|
| 1 | Total Depreciation | Ex. B3-4-1 Table 2, cols. (b) and (c), Lines 28, 40, 52, 64, and 76 | 589.1 | 630.1 | 653.0 | 693.7 | 746.0 |
| 2 | % Allocated ¹ | | 0.0% | 0.4% | 0.4% | 0.3% | 0.3% |
| 3 | Asset Usage Fee- Depreciation | Line 1 x Line 2 | 0.0 | 2.2 | 2.3 | 2.3 | 2.3 |
| | Cost of Capital | | | | | | |
| 4 | Net Book Value | Ex. B3-1-1 Table 2, cols. (c), (f) and (i), Lines 4 and 16 | 13,728.1 | 14,111.8 | 13,933.8 | 14,235.2 | 14,712.6 |
| 5 | Cost of Debt | Line 4 x Ex. C1-1-1 Tables 1-5, col. b), Line 4 x Ex. C1-1-1 Tables 1-5, col. c), Line 4 | 302.8 | 323.9 | 327.7 | 338.7 | 351.6 |
| 6 | Return On Equity | Line 4 x Ex. C1-1-1 Tables 1-5, col. b), Line 5 x Ex. C1-1-1 Tables 1-5, col. c), Line 5 | 650.3 | 668.5 | 660.1 | 674.3 | 697.0 |
| 7 | Total Cost of Capital | Line 5 + Line 6 | 953.1 | 992.4 | 987.7 | 1013.0 | 1048.6 |
| 8 | Asset Usage Fee- Cost of Capital | Line 7 x Line 2 | 0.0 | 3.5 | 3.5 | 3.4 | 3.2 |
| 9 | Tax gross up | Line 6 * Line 2 * (25% / (1 -25%)) | 0.0 | 0.8 | 0.8 | 0.7 | 0.7 |
| 10 | Asset Usage Fee- Tax-Adjusted Return | Line 8 + Line 9 | 0.0 | 4.3 | 4.3 | 4.1 | 3.9 |
| 11 | Other Costs | | 0.6 | 2.3 | 3.8 | 2.3 | 2.4 |
| 12 | Asset Usage Fee- Darlington - OPG | Line 3 + Line 10 + Line 11 + Line 12 | 0.6 | 8.9 | 10.4 | 8.7 | 8.6 |

Notes:

- The relative undepreciated book value of investments into the Darlington generation assets and the respective modifications required to produce the isotopes is used to apportion the depreciation expense and return components between the Nuclear generation business and the unregulated business.

AMPCO Interrogatory #110

Interrogatory

Reference:

F4-3-1 Attachment 1 p.1

Question(s):

- a) Please define EPSCA and PECO.
- b) Please breakdown the Management category in Appendix 2-K into Executive, Senior management, Managers/Supervisors and Individual Contributors.
- c) Please breakdown the Society category in Appendix 2-K into Managers, Supervisors and Individual Contributors.
- d) Please separate Salary and Incentive Pay costs.
- e) Please explain and quantify "Fiscal Adjustment".
- f) Please provide an excel version of Attachment #1 that reflects part (b) to (d) and in the excel include the allocation of compensation between OM&A and Capital.

Response

- a) Refer to Ex. L-F4-Staff-222, part c) for the definition of EPSCA. PECO refers to Pickering End of Commercial Operations. Refer to Ex. F4-3-1, pp 5-6, lines 24-2.
- b) and c)

Refer to Attachment 1 for a breakdown of Management into Executive and Non-Executive Management, except for a breakdown of Managers/Supervisors and Individual Contributors. The Management category is reported at an aggregated level, and details are available to break down Executive and Non-Executive Management level; however, they are not available for the Manager/Supervisor versus Individual Contributor level. While a mathematical exercise could be undertaken to prorate the Non-Executive Management values into these two categories using FTEs as a basis, the results would not be representative given the variability in labour rates across Individual Contributors and Manager/Supervisory levels. For clarity, the Application presented a breakdown of the FTEs on this basis

1 with the available information in order to provide a broader perspective on the
 2 composition of OPG's workforce, in Ex. F4-3-1, Figures 4 (a) and 4 (b).

3
 4 d) Refer to Attachment 1.

5
 6 e) Refer to Ex. F4-4-1, p. 9, lines 17-23 for an explanation of the fiscal calendar
 7 adjustment. The amount of the fiscal adjustment for OPG's nuclear facilities is
 8 provided below.

9
 10 **Chart 1 - Fiscal Adjustment for OPG's Nuclear Facilities**

11

| | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|------------------------|--------|--------|--------|--------|--------|------|------|------|------|--------|------|------|
| | Actual | Actual | Actual | Actual | Actual | Plan | Plan | Plan | Plan | Plan | Plan | Plan |
| OPG Nuclear Facilities | 6.0 | 2.8 | (0.2) | (0.0) | (8.2) | 3.7 | 3.3 | 3.1 | 0.0 | (13.9) | 3.6 | 3.9 |

12
 13 f) Refer to Attachment 1 for an excel version of Ex. F4-3-1, Attachment 1 and for a
 14 breakdown of compensation costs between OM&A and Capital.

CAPITAL

FTE, Compensation and Benefit Information for OPG's Nuclear Regulated Facilities ("Appendix 2k")

Numbers may not add due to rounding

EB-2025-0297 (2027-2031 Custom IR term)

| Line No. | Nuclear Facilities (excluding DNNP LP) | 2020 Actual (a) | 2021 Actual (b) | 2022 Actual (c) | 2023 Actual (d) | 2024 Actual (e) | 2025 Actual (f) | 2025 Plan (g) | 2026 Plan (h) | 2027 Plan (i) | 2028 Plan (j) | 2029 Plan (k) | 2030 Plan (l) | 2031 Plan (m) |
|----------|--------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| | Staff (Regular and Non-Regular) | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs |
| | Nuclear - Direct | | | | | | | | | | | | | |
| 1 | Executive | 6.9 | 7.2 | 6.4 | 6.2 | 10.2 | 13.1 | 16.0 | 10.4 | 9.4 | 9.4 | 9.4 | 9.4 | 9.3 |
| 2 | Non-Executive Management | 117.8 | 109.6 | 131.1 | 143.9 | 214.2 | 273.8 | 362.8 | 281.5 | 307.6 | 305.8 | 302.8 | 298.3 | 265.5 |
| 3 | Management Subtotal | 124.6 | 116.8 | 137.5 | 150.0 | 224.4 | 286.9 | 378.8 | 292.0 | 317.0 | 315.2 | 312.2 | 307.7 | 274.7 |
| 4 | Society | 392.9 | 402.8 | 423.8 | 495.1 | 650.0 | 851.2 | 1,234.9 | 1,042.9 | 1,323.9 | 1,304.4 | 1,298.9 | 1,280.0 | 1,069.8 |
| 5 | PWU | 180.8 | 168.9 | 200.8 | 202.3 | 255.1 | 332.2 | 430.0 | 583.0 | 1,174.9 | 1,191.8 | 1,207.6 | 1,207.9 | 812.0 |
| 6 | Term/ETE/PECO Temporary | 4.9 | 11.7 | 20.0 | 25.7 | 25.9 | 17.1 | 29.0 | 38.3 | 7.0 | 7.0 | 7.0 | 0.0 | 0.0 |
| 7 | EPSCA | 154.1 | 256.9 | 297.7 | 342.5 | 317.0 | 280.9 | 263.7 | 167.2 | 372.6 | 491.2 | 426.8 | 342.0 | 259.9 |
| 8 | Subtotal | 857.3 | 957.1 | 1,079.8 | 1,215.6 | 1,472.3 | 1,768.3 | 2,336.4 | 2,123.2 | 3,195.5 | 3,309.6 | 3,252.5 | 3,137.6 | 2,416.5 |
| | Nuclear - Allocated | | | | | | | | | | | | | |
| 9 | Executive | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 10 | Non-Executive Management | 7.3 | 8.2 | 11.0 | 14.6 | 25.1 | 37.3 | 37.4 | 34.3 | 39.1 | 37.0 | 36.3 | 34.8 | 25.0 |
| 11 | Management Subtotal | 7.3 | 8.2 | 11.0 | 14.6 | 25.1 | 37.3 | 37.4 | 34.3 | 39.1 | 37.0 | 36.3 | 34.8 | 25.0 |
| 12 | Society | 32.7 | 35.4 | 44.2 | 70.5 | 103.2 | 141.0 | 180.6 | 166.1 | 223.9 | 211.5 | 213.6 | 206.3 | 172.8 |
| 13 | PWU | 14.5 | 15.9 | 16.2 | 26.0 | 30.4 | 57.6 | 76.2 | 79.6 | 143.3 | 143.6 | 145.1 | 144.2 | 118.8 |
| 14 | Term/ETE/PECO Temporary | 2.4 | 1.3 | 1.1 | 2.7 | 7.7 | 3.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 15 | EPSCA | 17.4 | 19.1 | 8.9 | 10.0 | 14.3 | 11.1 | 9.9 | 8.9 | 13.9 | 13.9 | 13.9 | 13.9 | 11.2 |
| 16 | Subtotal | 74.4 | 79.9 | 81.4 | 123.7 | 180.6 | 250.1 | 304.2 | 288.9 | 420.2 | 406.1 | 408.9 | 399.3 | 327.8 |
| | Nuclear Facilities | | | | | | | | | | | | | |
| 17 | Executive | 6.9 | 7.3 | 6.4 | 6.2 | 10.2 | 13.1 | 16.0 | 10.4 | 9.4 | 9.4 | 9.4 | 9.4 | 9.3 |
| 18 | Non-Executive Management | 125.1 | 117.8 | 142.1 | 158.4 | 239.2 | 311.1 | 400.2 | 315.8 | 346.7 | 342.8 | 339.1 | 333.2 | 290.5 |
| 19 | Management Subtotal | 132.0 | 125.0 | 148.5 | 164.6 | 249.4 | 324.2 | 416.2 | 326.2 | 356.1 | 352.2 | 348.5 | 342.5 | 299.8 |
| 20 | Society | 425.6 | 438.2 | 468.0 | 565.6 | 753.2 | 992.2 | 1,415.5 | 1,209.0 | 1,547.8 | 1,516.0 | 1,512.5 | 1,486.3 | 1,242.6 |
| 21 | PWU | 195.3 | 184.8 | 217.0 | 228.3 | 285.5 | 389.8 | 506.2 | 662.6 | 1,318.3 | 1,335.4 | 1,352.7 | 1,352.1 | 930.8 |
| 22 | Term/ETE/PECO Temporary | 7.3 | 13.1 | 21.1 | 28.3 | 33.6 | 20.2 | 29.0 | 38.3 | 7.0 | 7.0 | 7.0 | 0.0 | 0.0 |
| 23 | EPSCA | 171.6 | 275.9 | 306.6 | 352.5 | 331.3 | 292.0 | 273.6 | 176.1 | 386.5 | 505.1 | 440.7 | 355.9 | 271.1 |
| 24 | Total | 931.7 | 1,037.0 | 1,161.2 | 1,339.4 | 1,652.9 | 2,018.4 | 2,640.5 | 2,412.1 | 3,615.7 | 3,715.7 | 3,661.4 | 3,536.8 | 2,744.3 |
| | Salary & Allowances (including Fiscal Adjustment) | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M |
| 25 | Executive | 2.2 | 1.9 | 1.5 | 1.6 | 2.6 | 3.2 | 3.9 | 2.7 | 2.5 | 2.5 | 2.6 | 2.6 | 2.7 |
| 26 | Non-Executive Management | 19.0 | 16.5 | 20.9 | 24.3 | 37.5 | 50.0 | 64.4 | 52.7 | 60.4 | 61.5 | 64.1 | 63.6 | 56.4 |
| 27 | Management Subtotal | 21.2 | 18.4 | 22.4 | 25.9 | 40.1 | 53.3 | 68.3 | 55.4 | 62.9 | 64.0 | 66.7 | 66.2 | 59.1 |
| 28 | Society | 53.2 | 58.7 | 64.9 | 84.1 | 111.7 | 150.9 | 208.9 | 182.9 | 252.7 | 257.4 | 271.5 | 271.7 | 234.1 |
| 29 | PWU | 20.3 | 26.5 | 30.3 | 28.4 | 36.5 | 48.7 | 64.5 | 91.6 | 190.2 | 199.3 | 212.5 | 215.9 | 149.1 |
| 30 | Term/ETE/PECO Temporary | 0.5 | 1.8 | 2.7 | 4.1 | 4.6 | 1.8 | 4.4 | 5.4 | 1.2 | 1.2 | 1.3 | 0.0 | 0.0 |
| 31 | EPSCA | 25.9 | 47.0 | 55.3 | 68.7 | 66.3 | 51.7 | 45.2 | 29.9 | 71.5 | 93.7 | 86.0 | 71.3 | 56.1 |
| 32 | Unallocated ³ | 23.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 33 | Total | 144.4 | 152.3 | 175.6 | 211.1 | 259.2 | 306.4 | 391.3 | 365.3 | 578.5 | 615.6 | 638.0 | 625.1 | 498.3 |
| | Incentive Pay | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M |
| 34 | Executive | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 35 | Non-Executive Management | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 36 | Management Subtotal | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Hydro One Shares | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M |
| 37 | Society | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 38 | PWU | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Total | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Overtime | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M |
| 39 | Society | 5.6 | 6.0 | 7.4 | 11.0 | 14.6 | 16.4 | 17.6 | 14.4 | 21.2 | 21.2 | 22.0 | 21.8 | 16.9 |
| 40 | PWU | 3.3 | 2.7 | 4.3 | 4.8 | 6.5 | 8.2 | 8.0 | 9.5 | 31.1 | 31.6 | 34.9 | 35.9 | 21.3 |
| 41 | Term/ETE/PECO Temporary | 0.1 | 0.2 | 0.6 | 0.7 | 0.7 | 0.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 42 | EPSCA | 3.2 | 9.3 | 15.3 | 18.2 | 18.5 | 8.9 | 10.3 | 4.3 | 18.8 | 17.7 | 17.3 | 17.8 | 14.6 |
| 43 | Unallocated ³ | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 44 | Total | 12.2 | 18.2 | 27.5 | 34.6 | 40.4 | 33.8 | 35.9 | 28.2 | 71.1 | 70.5 | 74.3 | 75.6 | 52.9 |
| | Benefits (Current Benefits and Pension & OPEB) | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M |
| 45 | Executive | 0.8 | 0.8 | 0.7 | 0.8 | 0.9 | 1.3 | 1.5 | 1.1 | 1.0 | 1.0 | 1.1 | 1.1 | 1.1 |
| 46 | Non-Executive Management | 8.1 | 6.3 | 8.3 | 11.3 | 13.3 | 19.8 | 25.5 | 20.9 | 24.7 | 25.2 | 26.3 | 26.0 | 23.3 |
| 47 | Management Subtotal | 8.9 | 7.0 | 9.0 | 12.0 | 14.2 | 21.1 | 27.0 | 22.0 | 25.8 | 26.2 | 27.3 | 27.1 | 24.4 |
| 48 | Society | 20.3 | 19.1 | 23.1 | 38.7 | 40.4 | 60.3 | 83.5 | 71.5 | 106.0 | 108.7 | 115.3 | 115.3 | 99.5 |
| 49 | PWU | 8.1 | 6.7 | 8.2 | 11.6 | 11.1 | 16.6 | 23.2 | 35.2 | 76.4 | 80.1 | 85.9 | 86.9 | 59.8 |
| 50 | Term/ETE/PECO Temporary | 0.0 | 0.1 | 0.2 | 0.3 | 0.4 | 0.1 | 0.2 | 0.3 | 0.1 | 0.1 | 0.1 | 0.0 | 0.0 |
| 51 | EPSCA | 1.8 | 3.0 | 4.3 | 4.9 | 5.3 | 2.8 | 2.6 | 1.6 | 4.3 | 5.3 | 4.9 | 4.3 | 3.4 |
| 52 | Unallocated ³ | 4.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 53 | Total | 43.2 | 36.0 | 45.0 | 67.6 | 71.3 | 100.7 | 136.5 | 130.6 | 212.6 | 220.4 | 233.5 | 233.7 | 187.0 |
| 54 | Current Benefits (Statutory) | 9.1 | 8.1 | 10.3 | 13.7 | 18.8 | 21.5 | 27.7 | 25.6 | 41.1 | 43.0 | 44.8 | 44.4 | 35.1 |
| 55 | Current Benefits (Non-Statutory) | 6.0 | 3.5 | 4.2 | 6.6 | 10.9 | 13.1 | 17.9 | 16.3 | 26.6 | 27.5 | 29.3 | 29.4 | 23.6 |
| 56 | Pension & OPEB (Current Service) ¹ | 28.1 | 24.4 | 30.4 | 47.3 | 41.7 | 66.2 | 90.9 | 88.8 | 144.9 | 149.9 | 159.4 | 160.0 | 128.4 |
| | TOTAL COMPENSATION | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M | \$M |
| 57 | Executive | 3.0 | 2.6 | 2.2 | 2.3 | 3.5 | 4.5 | 5.4 | 3.8 | 3.5 | 3.6 | 3.7 | 3.7 | 3.8 |
| 58 | Non-Executive Management | 27.1 | 22.8 | 29.2 | 35.6 | 50.8 | 69.8 | 89.9 | 73.6 | 85.1 | 86.6 | 90.3 | 89.6 | 79.7 |
| 59 | Management Subtotal | 30.1 | 25.4 | 31.4 | 37.9 | 54.3 | 74.3 | 95.3 | 77.5 | 88.7 | 90.2 | 94.0 | 93.3 | 83.5 |
| 60 | Society | 79.0 | 83.7 | 95.4 | 133.7 | 166.8 | 227.5 | 309.9 | 268.9 | 379.9 | 387.4 | 408.8 | 408.8 | 350.5 |
| 61 | PWU | 31.7 | 36.0 | 42.8 | 44.8 | 54.1 | 73.5 | 95.7 | 136.2 | 297.8 | 311.0 | 333.4 | 338.7 | 230.1 |
| 62 | Term/ETE/PECO Temporary | 0.6 | 2.1 | 3.5 | 5.1 | 5.8 | 2.2 | 4.6 | 5.7 | 1.2 | 1.3 | 1.3 | 0.0 | 0.0 |
| 63 | EPSCA | 30.8 | 59.3 | 74.9 | 91.8 | 90.0 | 63.4 | 58.2 | 35.8 | 94.7 | 116.7 | 108.2 | 93.4 | 74.1 |
| 64 | Unallocated ³ | 27.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 65 | Total | 199.8 | 206.5 | 248.0 | 313.3 | 371.0 | 440.9 | 563.7 | 524.1 | 862.2 | 906.5 | 945.8 | 934.3 | 738.2 |

¹Presented on an accrual basis

²Includes employee remittances for purpose of union-administered benefit programs

³Refer to Nuclear EB-2020-0290

| PROVISION | | | | | | | | | | | | | | |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| FTE, Compensation and Benefit Information for OPG's Nuclear Regulated Facilities ("Appendix 2k") | | | | | | | | | | | | | | |
| Numbers may not add due to rounding | | | | | | | | | | | | | | |
| EB-2025-0297 (2027-2031 Custom IR term) | | | | | | | | | | | | | | |
| Line No. | Nuclear Facilities (excluding DNNP LP) | 2020 Actual | 2021 Actual | 2022 Actual | 2023 Actual | 2024 Actual | 2025 Actual | 2025 Plan | 2026 Plan | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
| | | (a) | (b) | (c) | (d) | (e) | (f) | (f) | (g) | (h) | (i) | (j) | (k) | (l) |
| | Staff (Regular and Non-Regular) | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs |
| Nuclear - Direct | | | | | | | | | | | | | | |
| 1 | Executive | 2.2 | 1.4 | 2.1 | 2.1 | 2.0 | 1.5 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| 2 | Non-Executive Management | 37.6 | 41.9 | 42.8 | 50.0 | 56.5 | 58.6 | 66.2 | 60.5 | 60.0 | 59.5 | 50.0 | 52.1 | 51.6 |
| 3 | Management Subtotal | 39.8 | 43.2 | 44.9 | 52.0 | 58.5 | 60.1 | 68.2 | 62.5 | 62.0 | 61.5 | 52.0 | 54.1 | 53.6 |
| 4 | Society | 141.3 | 153.9 | 161.9 | 186.9 | 221.1 | 258.7 | 303.7 | 287.6 | 259.6 | 245.2 | 207.4 | 209.4 | 211.6 |
| 5 | PWU | 185.6 | 198.2 | 202.3 | 210.2 | 306.9 | 575.0 | 605.5 | 486.8 | 434.5 | 419.5 | 368.5 | 369.5 | 369.5 |
| 6 | Term/ETE/PECO Temporary | 7.8 | 16.1 | 20.2 | 33.0 | 31.1 | 21.0 | 9.0 | 2.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 7 | EPSCA | 2.9 | 4.4 | 4.1 | 4.0 | 10.2 | 45.6 | 3.3 | 2.3 | 2.3 | 2.2 | 2.0 | 2.0 | 2.0 |
| 8 | Subtotal | 377.3 | 416.0 | 433.4 | 486.1 | 627.8 | 960.5 | 989.7 | 841.5 | 758.4 | 728.4 | 629.9 | 635.0 | 636.7 |
| Nuclear - Allocated | | | | | | | | | | | | | | |
| 9 | Executive | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 10 | Non-Executive Management | 1.2 | 1.7 | 3.3 | 3.8 | 4.3 | 7.1 | 8.2 | 8.0 | 7.7 | 7.2 | 6.6 | 6.6 | 6.6 |
| 11 | Management Subtotal | 1.2 | 1.7 | 3.3 | 3.8 | 4.3 | 7.1 | 8.2 | 8.0 | 7.7 | 7.2 | 6.6 | 6.6 | 6.6 |
| 12 | Society | 3.8 | 5.2 | 8.4 | 8.5 | 12.8 | 25.5 | 29.7 | 26.1 | 26.4 | 26.6 | 21.8 | 21.9 | 22.1 |
| 13 | PWU | 10.1 | 8.1 | 6.3 | 5.5 | 13.0 | 21.1 | 28.6 | 26.1 | 25.0 | 23.7 | 21.7 | 22.7 | 22.7 |
| 14 | Term/ETE/PECO Temporary | 0.6 | 1.1 | 0.0 | 0.0 | 1.0 | 0.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 15 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.9 | 0.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 16 | Subtotal | 15.7 | 16.1 | 18.1 | 17.8 | 31.9 | 54.9 | 66.5 | 60.1 | 59.1 | 57.5 | 50.1 | 51.2 | 51.4 |
| Nuclear Facilities | | | | | | | | | | | | | | |
| 17 | Executive | 2.2 | 1.4 | 2.1 | 2.1 | 2.0 | 1.5 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| 18 | Non-Executive Management | 38.8 | 43.5 | 46.2 | 53.8 | 60.7 | 65.7 | 74.4 | 68.5 | 67.7 | 66.7 | 56.6 | 58.7 | 58.2 |
| 19 | Management Subtotal | 41.0 | 44.9 | 48.2 | 55.8 | 62.7 | 67.2 | 76.4 | 70.5 | 69.7 | 68.7 | 58.6 | 60.7 | 60.2 |
| 20 | Society | 145.0 | 159.1 | 170.3 | 195.4 | 233.9 | 284.2 | 333.4 | 313.7 | 286.0 | 271.8 | 229.2 | 231.4 | 233.7 |
| 21 | PWU | 195.7 | 206.3 | 208.6 | 215.7 | 320.0 | 596.2 | 634.1 | 512.8 | 459.5 | 443.2 | 390.2 | 392.2 | 392.2 |
| 22 | Term/ETE/PECO Temporary | 8.3 | 17.2 | 20.2 | 33.0 | 32.1 | 21.9 | 9.0 | 2.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 23 | EPSCA | 2.9 | 4.4 | 4.1 | 4.0 | 11.0 | 46.0 | 3.3 | 2.3 | 2.3 | 2.2 | 2.0 | 2.0 | 2.0 |
| 24 | Total | 392.9 | 432.1 | 451.5 | 503.9 | 659.7 | 1,015.4 | 1,056.2 | 901.6 | 817.5 | 785.9 | 680.0 | 686.2 | 688.1 |
| Salary & Allowances (Including Fiscal Adjustment) | | | | | | | | | | | | | | |
| 25 | Executive | 0.3 | 0.4 | 0.5 | 0.4 | 0.5 | 0.3 | 0.4 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 |
| 26 | Non-Executive Management | 5.9 | 6.8 | 7.7 | 8.1 | 9.8 | 10.8 | 12.3 | 11.5 | 11.7 | 11.8 | 10.6 | 11.2 | 11.4 |
| 27 | Management Subtotal | 6.2 | 7.2 | 8.2 | 8.6 | 10.3 | 11.1 | 12.8 | 11.9 | 12.1 | 12.3 | 11.1 | 11.7 | 11.9 |
| 28 | Society | 18.4 | 21.4 | 23.6 | 28.2 | 34.7 | 44.9 | 51.2 | 49.1 | 46.4 | 46.0 | 41.6 | 42.7 | 44.7 |
| 29 | PWU ² | 21.4 | 23.1 | 24.3 | 26.4 | 43.3 | 79.5 | 84.8 | 69.0 | 63.5 | 63.2 | 58.1 | 59.3 | 61.4 |
| 30 | Term/ETE/PECO Temporary | 0.9 | 2.0 | 2.3 | 4.3 | 4.6 | 2.8 | 1.0 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 31 | EPSCA ² | 0.4 | 0.7 | 1.0 | 0.7 | 2.1 | 8.1 | 0.5 | 0.4 | 0.4 | 0.4 | 0.4 | 0.4 | 0.4 |
| 32 | Unallocated ³ | 2.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 33 | Total | 49.3 | 54.2 | 59.4 | 68.1 | 95.0 | 146.5 | 150.2 | 130.7 | 122.4 | 121.9 | 111.1 | 114.0 | 118.4 |
| Incentive Pay | | | | | | | | | | | | | | |
| 34 | Executive | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 35 | Non-Executive Management | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 36 | Management Subtotal | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Hydro One Shares | | | | | | | | | | | | | | |
| 37 | Society | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 |
| 38 | PWU | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.2 | 0.1 | 0.0 |
| | Total | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.1 | 0.1 | 0.2 | 0.2 | 0.0 |
| Overtime | | | | | | | | | | | | | | |
| 39 | Society | 1.8 | 1.9 | 2.0 | 2.3 | 3.9 | 4.7 | 0.6 | 0.7 | 0.6 | 0.6 | 0.7 | 0.7 | 0.7 |
| 40 | PWU | 3.4 | 3.9 | 4.9 | 5.0 | 7.7 | 11.6 | 4.8 | 4.8 | 4.8 | 5.0 | 5.1 | 5.3 | 5.4 |
| 41 | Term/ETE/PECO Temporary | 0.1 | 0.2 | 0.3 | 0.4 | 0.4 | 0.2 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 42 | EPSCA | 0.0 | 0.1 | 0.1 | 0.1 | 0.3 | 1.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 43 | Unallocated ³ | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 44 | Total | 5.3 | 6.1 | 7.3 | 7.9 | 12.2 | 17.5 | 5.5 | 5.5 | 5.5 | 5.6 | 5.8 | 6.0 | 6.2 |
| Benefits (Current Benefits and Pension & OPEB) | | | | | | | | | | | | | | |
| 45 | Executive | 0.1 | 0.1 | 0.2 | 0.2 | 0.2 | 0.1 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 |
| 46 | Non-Executive Management | 2.7 | 2.9 | 3.2 | 3.9 | 3.5 | 4.2 | 4.8 | 4.7 | 4.8 | 4.9 | 4.4 | 4.6 | 4.7 |
| 47 | Management Subtotal | 2.8 | 3.0 | 3.4 | 4.1 | 3.7 | 4.3 | 4.9 | 4.9 | 5.0 | 5.1 | 4.6 | 4.8 | 4.9 |
| 48 | Society | 8.0 | 8.3 | 9.4 | 12.8 | 12.4 | 17.7 | 20.2 | 20.1 | 19.3 | 19.2 | 17.3 | 17.8 | 18.6 |
| 49 | PWU | 8.9 | 8.4 | 9.2 | 11.1 | 14.4 | 28.8 | 31.6 | 26.9 | 24.7 | 24.6 | 22.7 | 23.2 | 24.1 |
| 50 | Term/ETE/PECO Temporary | 0.1 | 0.1 | 0.1 | 0.3 | 0.3 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 51 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 52 | Unallocated ³ | 0.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 53 | Total | 20.4 | 19.9 | 22.1 | 28.4 | 31.0 | 51.4 | 56.9 | 51.8 | 49.0 | 48.8 | 44.7 | 45.8 | 47.6 |
| 54 | Current Benefits (Statutory) | 3.2 | 3.0 | 3.3 | 4.2 | 6.6 | 10.4 | 10.1 | 8.9 | 8.3 | 8.3 | 7.6 | 7.8 | 8.1 |
| 55 | Current Benefits (Non-Statutory) | 2.3 | 2.1 | 2.3 | 3.0 | 5.0 | 6.8 | 7.7 | 6.7 | 6.3 | 6.3 | 5.7 | 5.9 | 6.1 |
| 56 | Pension & OPEB (Current Service) ¹ | 15.0 | 14.8 | 16.5 | 21.2 | 19.3 | 34.3 | 39.0 | 36.3 | 34.4 | 34.3 | 31.3 | 32.2 | 33.4 |
| TOTAL COMPENSATION | | | | | | | | | | | | | | |
| 57 | Executive | 0.4 | 0.5 | 0.7 | 0.6 | 0.6 | 0.5 | 0.6 | 0.6 | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 |
| 58 | Non-Executive Management | 8.6 | 9.7 | 10.9 | 12.1 | 13.4 | 15.0 | 17.1 | 16.2 | 16.5 | 16.7 | 15.0 | 15.8 | 16.1 |
| 59 | Management Subtotal | 9.0 | 10.2 | 11.6 | 12.7 | 14.0 | 15.4 | 17.7 | 16.8 | 17.2 | 17.4 | 15.7 | 16.5 | 16.8 |
| 60 | Society | 28.2 | 31.5 | 35.0 | 43.4 | 51.0 | 67.3 | 72.1 | 70.0 | 66.4 | 65.9 | 59.5 | 61.1 | 64.1 |
| 61 | PWU | 33.7 | 35.4 | 38.3 | 42.5 | 65.5 | 119.9 | 121.2 | 100.7 | 93.1 | 92.8 | 86.1 | 88.0 | 91.0 |
| 62 | Term/ETE/PECO Temporary | 1.0 | 2.3 | 2.8 | 5.0 | 5.3 | 3.2 | 1.2 | 0.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 63 | EPSCA | 0.5 | 0.9 | 1.1 | 0.8 | 2.5 | 9.6 | 0.5 | 0.4 | 0.4 | 0.4 | 0.4 | 0.4 | 0.4 |
| 64 | Unallocated ³ | 2.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 65 | Total | 75.0 | 80.2 | 88.8 | 104.4 | 138.2 | 215.4 | 212.7 | 188.1 | 177.0 | 176.4 | 161.7 | 166.0 | 172.2 |

¹Presented on an accrual basis
²Includes employee remittances for purpose of union-administered benefit programs
³Refer to Nuclear EB-2020-0290 L-F4-03-Society-018 part a)
 Note: 2020 Actuals have been restated to more accurately reflect labour components, and by employee type and representation.

| TOTAL | | | | | | | | | | | | | | |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| FTE, Compensation and Benefit Information for OPG's Nuclear Regulated Facilities ("Appendix 2k") | | | | | | | | | | | | | | |
| Numbers may not add due to rounding | | | | | | | | | | | | | | |
| EB-2025-0297 (2027-2031 Custom IR term) | | | | | | | | | | | | | | |
| Line No. | Nuclear Facilities (excluding DNNP LP) | 2020 Actual (a) | 2021 Actual (b) | 2022 Actual (c) | 2023 Actual (d) | 2024 Actual (e) | 2025 Actual (f) | 2025 Plan (f) | 2026 Plan (g) | 2027 Plan (h) | 2028 Plan (i) | 2029 Plan (j) | 2030 Plan (k) | 2031 Plan (l) |
| | Staff (Regular and Non-Regular) | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs |
| Nuclear - Direct | | | | | | | | | | | | | | |
| 1 | Executive | 35.5 | 30.4 | 31.3 | 33.3 | 40.0 | 40.8 | 45.1 | 36.8 | 32.1 | 32.1 | 32.1 | 31.3 | 35.3 |
| 2 | Non-Executive Management | 607.2 | 515.5 | 518.5 | 589.7 | 697.4 | 734.8 | 828.2 | 714.7 | 662.6 | 653.1 | 639.8 | 633.7 | 646.7 |
| 3 | Management Subtotal | 642.7 | 545.9 | 549.8 | 623.0 | 737.4 | 775.6 | 873.3 | 751.5 | 694.7 | 685.2 | 671.9 | 665.0 | 682.0 |
| 4 | Society | 2,270.6 | 2,163.8 | 2,032.2 | 2,222.6 | 2,479.0 | 2,587.5 | 3,085.4 | 2,783.5 | 2,569.3 | 2,514.8 | 2,476.7 | 2,457.2 | 2,436.7 |
| 5 | PWU | 3,458.6 | 3,293.0 | 2,873.1 | 2,887.0 | 3,206.2 | 3,414.2 | 3,686.0 | 3,640.2 | 3,651.3 | 3,646.4 | 3,678.9 | 3,640.5 | 3,623.2 |
| 6 | Term/ETE/PECO Temporary | 598.9 | 794.9 | 928.0 | 988.6 | 657.5 | 276.0 | 240.2 | 215.2 | 7.0 | 7.0 | 7.0 | 0.0 | 0.0 |
| 7 | EPSCA | 234.3 | 355.7 | 401.3 | 434.7 | 427.2 | 378.0 | 321.2 | 194.9 | 396.9 | 515.0 | 450.4 | 365.1 | 281.9 |
| 8 | Subtotal | 7,205.1 | 7,153.3 | 6,784.4 | 7,155.9 | 7,507.3 | 7,431.3 | 8,206.1 | 7,585.4 | 7,319.2 | 7,368.4 | 7,284.9 | 7,127.7 | 7,023.8 |
| Nuclear - Allocated | | | | | | | | | | | | | | |
| 9 | Executive | 23.7 | 21.1 | 22.8 | 24.1 | 22.7 | 24.0 | 25.7 | 26.7 | 23.9 | 23.7 | 23.9 | 23.4 | 22.8 |
| 10 | Non-Executive Management | 245.2 | 246.3 | 250.7 | 290.8 | 318.5 | 336.2 | 378.0 | 360.3 | 323.5 | 320.0 | 320.5 | 319.0 | 313.8 |
| 11 | Management Subtotal | 268.9 | 267.4 | 273.5 | 314.9 | 341.3 | 360.2 | 403.6 | 387.1 | 347.4 | 343.7 | 344.3 | 342.4 | 336.7 |
| 12 | Society | 385.6 | 385.2 | 417.1 | 564.5 | 643.7 | 663.9 | 754.3 | 690.0 | 681.6 | 669.2 | 664.9 | 662.9 | 650.8 |
| 13 | PWU | 434.2 | 405.0 | 448.8 | 490.0 | 488.3 | 449.6 | 498.2 | 456.3 | 489.9 | 485.4 | 485.1 | 489.3 | 493.8 |
| 14 | Term/ETE/PECO Temporary | 60.6 | 78.5 | 80.3 | 64.6 | 61.6 | 43.8 | 39.0 | 33.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 15 | EPSCA | 42.1 | 44.4 | 30.9 | 31.6 | 30.8 | 29.9 | 37.0 | 37.0 | 37.0 | 37.0 | 37.0 | 36.9 | 38.2 |
| 16 | Subtotal | 1,191.4 | 1,180.5 | 1,250.8 | 1,465.6 | 1,565.7 | 1,547.4 | 1,732.2 | 1,603.6 | 1,555.9 | 1,535.2 | 1,531.3 | 1,531.5 | 1,519.4 |
| Nuclear Facilities | | | | | | | | | | | | | | |
| 17 | Executive | 59.2 | 51.5 | 54.1 | 57.3 | 62.7 | 64.8 | 70.7 | 63.5 | 56.0 | 55.8 | 56.0 | 54.7 | 58.2 |
| 18 | Non-Executive Management | 852.4 | 761.8 | 769.2 | 880.5 | 1,015.9 | 1,071.0 | 1,206.2 | 1,075.0 | 986.1 | 973.1 | 960.3 | 952.7 | 960.5 |
| 19 | Management Subtotal | 911.6 | 813.3 | 823.3 | 937.9 | 1,078.6 | 1,135.8 | 1,276.9 | 1,138.6 | 1,042.2 | 1,028.9 | 1,016.2 | 1,007.4 | 1,018.7 |
| 20 | Society | 2,656.2 | 2,549.0 | 2,449.4 | 2,787.1 | 3,122.7 | 3,251.4 | 3,839.7 | 3,473.6 | 3,250.9 | 3,184.1 | 3,141.7 | 3,120.1 | 3,087.5 |
| 21 | PWU | 3,892.8 | 3,698.1 | 3,321.9 | 3,377.1 | 3,694.6 | 3,863.9 | 4,184.3 | 4,096.5 | 4,141.2 | 4,131.8 | 4,164.0 | 4,129.8 | 4,116.9 |
| 22 | Term/ETE/PECO Temporary | 659.5 | 873.4 | 1,008.4 | 1,053.2 | 719.1 | 319.8 | 279.2 | 248.5 | 7.0 | 7.0 | 7.0 | 0.0 | 0.0 |
| 23 | EPSCA | 276.4 | 400.0 | 432.2 | 466.3 | 458.0 | 407.9 | 358.2 | 231.8 | 433.9 | 551.9 | 487.3 | 402.0 | 320.0 |
| 24 | Total | 8,396.5 | 8,333.8 | 8,035.2 | 8,621.5 | 9,073.0 | 8,978.8 | 9,938.3 | 9,189.0 | 8,875.1 | 8,903.6 | 8,816.2 | 8,659.2 | 8,543.2 |
| Salary & Allowances (Including Fiscal Adjustment) | | | | | | | | | | | | | | |
| 25 | Executive | 14.4 | 13.4 | 13.9 | 13.9 | 16.4 | 18.0 | 18.0 | 16.6 | 14.9 | 15.1 | 15.6 | 15.4 | 16.8 |
| 26 | Non-Executive Management | 123.6 | 111.5 | 120.4 | 133.7 | 157.7 | 177.8 | 195.0 | 180.3 | 172.4 | 174.3 | 178.9 | 181.5 | 188.2 |
| 27 | Management Subtotal | 138.1 | 124.9 | 134.3 | 147.6 | 174.1 | 195.8 | 212.9 | 196.9 | 187.4 | 189.4 | 194.5 | 196.9 | 205.0 |
| 28 | Society | 347.6 | 361.9 | 337.8 | 425.4 | 477.2 | 510.0 | 597.4 | 552.5 | 545.1 | 551.0 | 569.6 | 582.3 | 598.1 |
| 29 | PWU ² | 451.9 | 467.5 | 405.6 | 473.3 | 567.0 | 539.4 | 553.1 | 564.9 | 593.4 | 610.3 | 645.0 | 656.2 | 672.8 |
| 30 | Term/ETE/PECO Temporary | 70.7 | 98.7 | 120.0 | 139.2 | 93.6 | 41.9 | 32.2 | 30.0 | 1.2 | 1.2 | 1.3 | 0.0 | 0.0 |
| 31 | EPSCA ² | 41.1 | 64.8 | 70.0 | 80.9 | 84.0 | 75.7 | 58.5 | 39.1 | 79.8 | 102.1 | 94.8 | 80.1 | 65.5 |
| 32 | Unallocated ³ | 19.5 | | | | | | | | | | | | |
| 33 | Total | 1,068.9 | 1,117.8 | 1,067.7 | 1,266.5 | 1,395.8 | 1,362.8 | 1,454.2 | 1,383.4 | 1,406.9 | 1,454.0 | 1,505.1 | 1,515.5 | 1,541.4 |
| Incentive Pay | | | | | | | | | | | | | | |
| 34 | Executive | 6.9 | 6.1 | 6.2 | 7.8 | 6.6 | 8.4 | 7.7 | 6.7 | 6.8 | 7.3 | 7.5 | 7.5 | 7.9 |
| 35 | Non-Executive Management | 20.3 | 20.7 | 18.6 | 27.7 | 28.6 | 35.1 | 31.3 | 26.1 | 26.6 | 28.4 | 29.5 | 29.8 | 30.7 |
| 36 | Management Subtotal | 27.2 | 26.7 | 24.8 | 35.5 | 35.2 | 43.5 | 39.0 | 32.7 | 33.4 | 35.6 | 37.0 | 37.2 | 38.6 |
| Hydro One Shares | | | | | | | | | | | | | | |
| 37 | Society | 4.8 | 4.6 | 4.9 | 5.0 | 5.4 | 5.8 | 2.8 | 2.5 | 2.4 | 2.3 | 1.8 | 1.8 | 1.6 |
| 38 | PWU | 10.6 | 12.2 | 12.2 | 12.7 | 12.8 | 15.5 | 7.2 | 6.4 | 6.2 | 6.0 | 5.4 | 5.0 | 1.2 |
| | Total | 15.5 | 16.8 | 17.1 | 17.6 | 18.2 | 21.3 | 10.1 | 8.9 | 8.6 | 8.3 | 7.2 | 6.7 | 2.8 |
| Overtime | | | | | | | | | | | | | | |
| 39 | Society | 39.4 | 44.3 | 46.1 | 49.4 | 56.0 | 47.4 | 43.0 | 37.7 | 42.2 | 39.3 | 43.5 | 41.8 | 40.5 |
| 40 | PWU | 75.5 | 80.9 | 71.3 | 79.3 | 93.9 | 75.1 | 71.8 | 68.4 | 96.2 | 87.4 | 101.6 | 96.0 | 91.5 |
| 41 | Term/ETE/PECO Temporary | 8.8 | 11.7 | 16.4 | 21.0 | 12.3 | 4.4 | 3.2 | 2.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 42 | EPSCA | 4.7 | 12.2 | 19.2 | 22.0 | 23.8 | 11.8 | 11.2 | 5.0 | 19.8 | 18.5 | 18.3 | 18.6 | 15.3 |
| 43 | Unallocated ³ | | | | | | | | | | | | | |
| 44 | Total | 128.4 | 149.1 | 153.0 | 171.8 | 186.0 | 138.7 | 129.3 | 113.6 | 158.2 | 145.2 | 163.4 | 156.5 | 147.3 |
| Benefits (Current Benefits and Pension & OPEB) | | | | | | | | | | | | | | |
| 45 | Executive | 6.7 | 7.7 | 7.5 | 5.3 | 6.2 | 6.9 | 6.6 | 6.6 | 5.8 | 5.8 | 6.1 | 6.0 | 6.5 |
| 46 | Non-Executive Management | 60.9 | 61.0 | 61.9 | 42.8 | 62.2 | 68.5 | 70.7 | 69.5 | 66.5 | 67.1 | 69.5 | 70.0 | 72.8 |
| 47 | Management Subtotal | 67.5 | 68.7 | 69.3 | 48.1 | 68.4 | 75.4 | 77.3 | 76.1 | 72.3 | 72.9 | 75.6 | 76.0 | 79.3 |
| 48 | Society | 166.0 | 182.2 | 176.2 | 130.8 | 188.3 | 192.1 | 218.0 | 213.4 | 212.3 | 215.8 | 225.6 | 229.8 | 237.0 |
| 49 | PWU | 198.9 | 210.2 | 188.2 | 125.0 | 192.9 | 200.2 | 190.1 | 206.4 | 220.6 | 226.6 | 239.9 | 245.2 | 253.5 |
| 50 | Term/ETE/PECO Temporary | 5.1 | 6.0 | 8.4 | 9.4 | 7.8 | 3.0 | 2.0 | 1.8 | 0.1 | 0.1 | 0.1 | 0.0 | 0.0 |
| 51 | EPSCA | 2.8 | 3.3 | 4.7 | 4.7 | 5.1 | 4.5 | 3.3 | 2.0 | 4.8 | 5.7 | 5.4 | 4.7 | 3.8 |
| 52 | Unallocated ³ | 7.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 53 | Total | 447.7 | 470.5 | 446.7 | 318.0 | 462.4 | 475.2 | 490.5 | 499.7 | 510.1 | 521.1 | 546.5 | 555.7 | 573.7 |
| 54 | Current Benefits (Statutory) | 68.4 | 65.8 | 69.0 | 77.3 | 91.3 | 91.5 | 102.8 | 96.8 | 99.6 | 101.7 | 107.1 | 106.6 | 108.3 |
| 55 | Current Benefits (Non-Statutory) | 40.8 | 46.3 | 45.6 | 50.1 | 54.8 | 66.8 | 70.1 | 65.7 | 68.0 | 69.9 | 73.3 | 74.2 | 76.6 |
| 56 | Pension & OPEB (Current Service) ¹ | 338.5 | 358.3 | 332.0 | 190.6 | 316.3 | 317.0 | 317.7 | 337.2 | 342.6 | 349.5 | 366.2 | 375.0 | 388.8 |
| TOTAL COMPENSATION | | | | | | | | | | | | | | |
| 57 | Executive | 28.0 | 27.2 | 27.6 | 27.0 | 29.2 | 33.3 | 32.2 | 29.9 | 27.5 | 28.2 | 29.2 | 28.8 | 31.1 |
| 58 | Non-Executive Management | 204.8 | 193.1 | 200.9 | 204.2 | 248.5 | 281.3 | 297.0 | 275.8 | 265.5 | 269.7 | 277.8 | 281.3 | 291.7 |
| 59 | Management Subtotal | 232.8 | 220.3 | 228.5 | 231.2 | 277.7 | 314.6 | 329.2 | 305.7 | 293.1 | 297.9 | 307.0 | 310.1 | 322.8 |
| 60 | Society | 557.8 | 592.9 | 564.9 | 610.6 | 726.9 | 755.4 | 861.3 | 806.1 | 802.1 | 808.5 | 840.5 | 855.8 | 877.2 |
| 61 | PWU | 736.9 | 770.9 | 677.2 | 690.3 | 866.5 | 830.3 | 822.2 | 846.0 | 916.4 | 930.3 | 991.9 | 1,002.4 | 1,019.0 |
| 62 | Term/ETE/PECO Temporary | 84.6 | 116.5 | 144.8 | 169.6 | 113.7 | 49.2 | 37.4 | 34.4 | 1.2 | 1.3 | 1.3 | 0.0 | 0.0 |
| 63 | EPSCA | 48.7 | 80.3 | 93.9 | 107.6 | 112.9 | 92.0 | 73.0 | 46.1 | 104.4 | 126.4 | 118.4 | 103.4 | 84.7 |
| 64 | Unallocated ³ | 26.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 65 | Total | 1,687.7 | 1,780.9 | 1,709.3 | 1,809.4 | 2,097.7 | 2,041.4 | 2,123.1 | 2,038.3 | 2,117.2 | 2,164.3 | 2,259.2 | 2,271.7 | 2,303.7 |

¹Presented on an accrual basis

²Includes employee remittances for purpose of union-administered benefit programs

³Refer to Nuclear EB-2020-0290 L-F4-03-Society-018 part a)

Note: 2020 Actuals have been restated to more accurately reflect labour components, and by employee type and representation.

AMPCO Interrogatory #111

Interrogatory

Reference:

F4-3-1 Attachment 1 p.2

Question(s):

- a) Please breakdown the Management category into Executive, Senior management, Managers/Supervisors and Individual Contributors.
- b) Please breakdown the Society category in Appendix 2-K into Managers, Supervisors and Individual Contributors.
- c) Please separate Salary and Incentive Pay costs.
- d) Please provide an excel version of Attachment #1 that reflects part (a) to (c) and in the excel include the allocation of compensation between OM&A and Capital.

Response

- a) and b) Refer to Attachment 1 for a breakdown of Management into Executive and Non-Executive Management. Refer to Ex. L-F4-AMPCO-110 for the response to the requested breakdown of Managers and Individual Contributors.
- c) Refer to Attachment 1 for split of Salary and Incentive Pay.
- d) Refer to Attachment 1 for an excel version and for a breakdown of Compensation costs between OM&A and Capital.

OM&A

FTE, Compensation and Benefit Information for OPG's DNNP LP Regulated Facilities ("Appendix 2k")

Numbers may not add due to rounding

| Line No. | DNNP LP | EB-2025-0297 (2027-2031 Custom IR term) | | | | | |
|--------------------------------------------------------------|-----------------------------------------------|-----------------------------------------|---------------|---------------|---------------|---------------|---------------|
| | | 2026 Plan (a) | 2027 Plan (b) | 2028 Plan (c) | 2029 Plan (d) | 2030 Plan (e) | 2031 Plan (f) |
| Staff (Regular and Non-Regular) | | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs |
| DNNP LP - Direct | | | | | | | |
| 1 | Executive | 2.0 | 2.2 | 2.4 | 2.5 | 2.8 | 2.8 |
| 2 | Non-Executive Management | 18.2 | 22.6 | 18.6 | 18.8 | 23.6 | 24.0 |
| 3 | Management Subtotal | 20.2 | 24.8 | 21.0 | 21.4 | 26.4 | 26.8 |
| 4 | Society | 42.3 | 44.8 | 46.2 | 44.1 | 71.6 | 78.2 |
| 5 | PWU | 34.0 | 75.3 | 79.4 | 57.0 | 102.6 | 133.6 |
| 6 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 7 | Subtotal | 96.4 | 144.9 | 146.6 | 122.5 | 200.6 | 238.5 |
| DNNP LP - Allocated | | | | | | | |
| 8 | Executive | 1.8 | 2.5 | 2.8 | 2.7 | 2.8 | 1.3 |
| 9 | Non-Executive Management | 18.3 | 23.3 | 26.3 | 24.4 | 25.8 | 17.7 |
| 10 | Management Subtotal | 20.1 | 25.8 | 29.1 | 27.1 | 28.6 | 19.0 |
| 11 | Society | 27.7 | 33.6 | 37.8 | 35.0 | 36.3 | 36.0 |
| 12 | PWU | 11.5 | 15.0 | 15.7 | 14.8 | 11.7 | 16.1 |
| 13 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.2 |
| 14 | Subtotal | 59.3 | 74.4 | 82.5 | 76.9 | 76.7 | 71.2 |
| DNNP LP Facilities | | | | | | | |
| 15 | Executive | 3.8 | 4.7 | 5.2 | 5.2 | 5.6 | 4.1 |
| 16 | Non-Executive Management | 36.5 | 46.0 | 44.9 | 43.2 | 49.4 | 41.7 |
| 17 | Management Subtotal | 40.3 | 50.7 | 50.1 | 48.4 | 55.0 | 45.8 |
| 18 | Society | 70.0 | 78.4 | 84.0 | 79.1 | 108.0 | 114.1 |
| 19 | PWU | 45.5 | 90.2 | 95.1 | 71.8 | 114.3 | 149.6 |
| 20 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.2 |
| 21 | Total | 155.7 | 219.3 | 229.1 | 199.4 | 277.3 | 309.7 |
| Salary & Allowances (including Fiscal Adjustment) | | \$M | \$M | \$M | \$M | \$M | \$M |
| 22 | Executive | 1.0 | 1.3 | 1.4 | 1.5 | 1.6 | 1.2 |
| 23 | Non-Executive Management | 6.3 | 8.5 | 8.7 | 9.0 | 10.9 | 9.6 |
| 24 | Management Subtotal | 7.3 | 9.7 | 10.2 | 10.5 | 12.5 | 10.8 |
| 25 | Society | 11.9 | 14.1 | 15.3 | 15.1 | 21.4 | 24.1 |
| 26 | PWU ¹ | 6.9 | 15.5 | 15.9 | 13.1 | 20.5 | 29.3 |
| 27 | EPSCA ² | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 28 | Total | 26.0 | 39.3 | 41.4 | 38.7 | 54.3 | 64.2 |
| Incentive Pay | | \$M | \$M | \$M | \$M | \$M | \$M |
| 29 | Executive | 0.7 | 0.9 | 1.0 | 1.1 | 1.1 | 1.1 |
| 30 | Non-Executive Management | 2.7 | 3.3 | 3.9 | 4.2 | 4.4 | 4.3 |
| 31 | Management Subtotal | 3.4 | 4.2 | 4.9 | 5.2 | 5.5 | 5.4 |
| Hydro One Shares | | \$M | \$M | \$M | \$M | \$M | \$M |
| 32 | Society | 0.1 | 0.1 | 0.2 | 0.2 | 0.2 | 0.2 |
| 33 | PWU | 0.4 | 0.5 | 0.5 | 0.5 | 0.5 | 0.1 |
| 34 | Total | 0.5 | 0.6 | 0.7 | 0.8 | 0.7 | 0.3 |
| Overtime | | \$M | \$M | \$M | \$M | \$M | \$M |
| 35 | Management | | | | | | |
| 36 | Society | 0.4 | 0.3 | 0.4 | 0.4 | 0.5 | 0.7 |
| 37 | PWU | 0.1 | 0.4 | 0.4 | 0.3 | 0.5 | 3.0 |
| 38 | Total | 0.5 | 0.7 | 0.8 | 0.7 | 1.0 | 3.6 |
| Benefits (Current Benefits and Pension & OPEB) | | \$M | \$M | \$M | \$M | \$M | \$M |
| 39 | Executive | 0.4 | 0.5 | 0.6 | 0.6 | 0.6 | 0.5 |
| 40 | Non-Executive Management | 2.4 | 3.2 | 3.2 | 3.2 | 3.7 | 3.2 |
| 41 | Management Subtotal | 2.8 | 3.7 | 3.7 | 3.8 | 4.4 | 3.7 |
| 42 | Society | 4.1 | 4.7 | 5.1 | 5.1 | 7.5 | 8.1 |
| 43 | PWU | 1.9 | 4.9 | 4.7 | 3.8 | 6.3 | 8.7 |
| 44 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 45 | Total | 8.9 | 13.2 | 13.6 | 12.7 | 18.2 | 20.5 |
| 46 | Current Benefits (Statutory) | 1.7 | 2.5 | 2.6 | 2.4 | 3.2 | 3.7 |
| 47 | Current Benefits (Non-Statutory) | 1.3 | 1.9 | 2.0 | 1.9 | 2.5 | 2.8 |
| 48 | Pension & OPEB (Current Service) ³ | 5.9 | 8.8 | 9.0 | 8.4 | 12.4 | 14.0 |
| TOTAL COMPENSATION | | \$M | \$M | \$M | \$M | \$M | \$M |
| 49 | Executive | 2.0 | 2.6 | 3.0 | 3.1 | 3.3 | 2.7 |
| 50 | Non-Executive Management | 11.4 | 15.0 | 15.8 | 16.3 | 19.0 | 17.1 |
| 51 | Management Subtotal | 13.5 | 17.6 | 18.8 | 19.4 | 22.3 | 19.8 |
| 52 | Society | 16.5 | 19.2 | 21.0 | 20.8 | 29.6 | 33.1 |
| 53 | PWU | 9.3 | 21.2 | 21.5 | 17.8 | 27.7 | 41.2 |
| 54 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 55 | Total | 39.3 | 58.0 | 61.3 | 58.0 | 79.7 | 94.1 |

¹Presented on an accrual basis
²Includes employee remittances for purpose of union-administered benefit programs

CAPITAL

FTE, Compensation and Benefit Information for OPG's DNNP LP Regulated Facilities ("Appendix 2k")

Numbers may not add due to rounding

| Line No. | DNNP LP | EB-2025-0297 (2027-2031 Custom IR term) | | | | | |
|--------------------------------------------------------------|-----------------------------------------------|-----------------------------------------|---------------|---------------|---------------|---------------|---------------|
| | | 2026 Plan (a) | 2027 Plan (b) | 2028 Plan (c) | 2029 Plan (d) | 2030 Plan (e) | 2031 Plan (f) |
| Staff (Regular and Non-Regular) | | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs |
| DNNP LP - Direct | | | | | | | |
| 1 | Executive | 4.0 | 3.8 | 2.5 | 1.0 | 0.3 | 0.0 |
| 2 | Non-Executive Management | 44.3 | 46.4 | 35.3 | 23.1 | 5.8 | 0.0 |
| 3 | Management Subtotal | 48.3 | 50.2 | 37.8 | 24.1 | 6.1 | 0.0 |
| 4 | Society | 134.9 | 133.6 | 83.5 | 52.0 | 13.1 | 0.0 |
| 5 | PWU | 16.9 | 41.2 | 95.2 | 115.0 | 37.0 | 0.0 |
| 6 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 7 | Subtotal | 200.0 | 225.0 | 216.5 | 191.1 | 56.2 | 0.0 |
| DNNP LP - Allocated | | | | | | | |
| 8 | Executive | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 9 | Non-Executive Management | 9.7 | 9.5 | 8.2 | 2.8 | 0.5 | 0.1 |
| 10 | Management Subtotal | 9.7 | 9.5 | 8.2 | 2.8 | 0.5 | 0.1 |
| 11 | Society | 22.8 | 24.7 | 22.6 | 12.2 | 10.1 | 8.2 |
| 12 | PWU | 7.9 | 8.6 | 7.6 | 7.6 | 3.2 | 1.9 |
| 13 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 14 | Subtotal | 40.5 | 42.8 | 38.4 | 22.6 | 13.8 | 10.2 |
| DNNP LP Facilities | | | | | | | |
| 15 | Executive | 4.0 | 3.8 | 2.5 | 1.0 | 0.3 | 0.0 |
| 16 | Non-Executive Management | 54.0 | 55.9 | 43.5 | 25.9 | 6.3 | 0.1 |
| 17 | Management Subtotal | 58.0 | 59.7 | 46.0 | 26.9 | 6.6 | 0.1 |
| 18 | Society | 157.6 | 158.3 | 106.1 | 64.2 | 23.2 | 8.2 |
| 19 | PWU | 24.9 | 49.8 | 102.8 | 122.6 | 40.2 | 1.9 |
| 20 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 21 | Total | 240.5 | 267.8 | 254.9 | 213.7 | 70.0 | 10.2 |
| Salary & Allowances (including Fiscal Adjustment) | | \$M | \$M | \$M | \$M | \$M | \$M |
| 22 | Executive | 1.0 | 1.0 | 0.6 | 0.2 | 0.1 | 0.0 |
| 23 | Non-Executive Management | 9.3 | 10.4 | 9.0 | 5.6 | 1.5 | 0.0 |
| 24 | Management Subtotal | 10.3 | 11.4 | 9.6 | 5.9 | 1.5 | 0.0 |
| 25 | Society | 24.2 | 25.2 | 18.1 | 11.9 | 4.4 | 1.5 |
| 26 | PWU ¹ | 2.9 | 7.2 | 16.5 | 20.2 | 6.8 | 0.3 |
| 27 | EPSCA ² | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 28 | Total | 37.4 | 43.8 | 44.2 | 38.0 | 12.7 | 1.8 |
| Incentive Pay | | \$M | \$M | \$M | \$M | \$M | \$M |
| 29 | Executive | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 30 | Non-Executive Management | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 31 | Management Subtotal | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Hydro One Shares | | \$M | \$M | \$M | \$M | \$M | \$M |
| 32 | Society | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 33 | PWU | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 34 | Total | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Overtime | | \$M | \$M | \$M | \$M | \$M | \$M |
| 35 | Management | | | | | | |
| 36 | Society | 0.7 | 0.7 | 0.5 | 0.3 | 0.1 | 0.1 |
| 37 | PWU | 0.1 | 0.2 | 0.4 | 0.5 | 0.2 | 0.1 |
| 38 | Total | 0.7 | 0.9 | 0.9 | 0.8 | 0.3 | 0.1 |
| Benefits (Current Benefits and Pension & OPEB) | | \$M | \$M | \$M | \$M | \$M | \$M |
| 39 | Executive | 0.4 | 0.4 | 0.3 | 0.1 | 0.0 | 0.0 |
| 40 | Non-Executive Management | 3.8 | 4.2 | 3.4 | 2.1 | 0.5 | 0.0 |
| 41 | Management Subtotal | 4.3 | 4.6 | 3.7 | 2.2 | 0.6 | 0.0 |
| 42 | Society | 10.0 | 10.4 | 7.4 | 4.8 | 1.8 | 0.7 |
| 43 | PWU | 1.1 | 2.9 | 6.1 | 7.6 | 2.5 | 0.1 |
| 44 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 45 | Total | 15.3 | 17.8 | 17.2 | 14.6 | 4.9 | 0.8 |
| 46 | Current Benefits (Statutory) | 2.6 | 3.0 | 2.8 | 2.4 | 0.8 | 0.1 |
| 47 | Current Benefits (Non-Statutory) | 2.0 | 2.3 | 2.2 | 1.9 | 0.6 | 0.1 |
| 48 | Pension & OPEB (Current Service) ³ | 10.8 | 12.5 | 12.1 | 10.3 | 3.5 | 0.5 |
| TOTAL COMPENSATION | | \$M | \$M | \$M | \$M | \$M | \$M |
| 49 | Executive | 1.4 | 1.4 | 0.9 | 0.3 | 0.1 | 0.0 |
| 50 | Non-Executive Management | 13.1 | 14.6 | 12.4 | 7.7 | 2.0 | 0.0 |
| 51 | Management Subtotal | 14.6 | 15.9 | 13.3 | 8.1 | 2.1 | 0.0 |
| 52 | Society | 34.8 | 36.3 | 26.0 | 17.0 | 6.3 | 2.2 |
| 53 | PWU | 4.1 | 10.2 | 23.0 | 28.3 | 9.4 | 0.4 |
| 54 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 55 | Total | 53.4 | 62.4 | 62.3 | 53.4 | 17.9 | 2.6 |

¹Presented on an accrual basis
²Includes employee remittances for purpose of union-administered benefit programs

Total

FTE, Compensation and Benefit Information for OPG's DNNP LP Regulated Facilities ("Appendix 2k")

Numbers may not add due to rounding

| Line No. | DNNP LP | EB-2025-0297 (2027-2031 Custom IR term) | | | | | |
|----------------------------------------|--------------------------|-----------------------------------------|---------------|---------------|---------------|---------------|---------------|
| | | 2026 Plan (a) | 2027 Plan (b) | 2028 Plan (c) | 2029 Plan (d) | 2030 Plan (e) | 2031 Plan (f) |
| Staff (Regular and Non-Regular) | | FTEs | FTEs | FTEs | FTEs | FTEs | FTEs |
| DNNP LP - Direct | | | | | | | |
| 1 | Executive | 6.0 | 6.0 | 4.9 | 3.5 | 3.1 | 2.8 |
| 2 | Non-Executive Management | 62.5 | 69.0 | 53.9 | 41.9 | 29.3 | 24.0 |
| 3 | Management Subtotal | 68.4 | 75.0 | 58.8 | 45.4 | 32.5 | 26.8 |
| 4 | Society | 177.1 | 178.4 | 129.7 | 96.2 | 84.7 | 78.2 |
| 5 | PWU | 50.9 | 116.4 | 174.5 | 172.0 | 139.6 | 133.6 |
| 6 | EPSCA | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 7 | Subtotal | 296.4 | 369.9 | 363.1 | 313.6 | 256.8 | 238.5 |
| DNNP LP - Allocated | | | | | | | |
| 8 | Executive | 1.8 | 2.5 | 2.8 | 2.7 | 2.8 | 1.3 |
| 9 | Non-Executive Management | | | | | | |

1 **AMPCO Interrogatory #113**

2
3 **Interrogatory**

4
5 **Reference:**
6 **F4-3-1 Attachment 1 p.3**

7
8 Question(s):

9
10 Please provide Appendix 2-K on a Plan basis for each of the years 2020 -2031 and
11 include the adjustments in F4-AMPCO-110 part (b) to part (d).

12
13
14 **Response**

15
16 For the forecast years, the plan is outlined in the Application. For the historical years,
17 OPG notes that there are no OEB-approved amounts, and declines to provide any
18 internal budget information for these years on the basis that this request goes beyond
19 the scope of the OEB's current Filing Requirements, which were subject to extensive
20 consultation in EB-2024-0136 with the "aim to address evolving regulatory landscape
21 *and incorporate lessons learned from past proceedings.*"¹ (emphasis added)

22
23 In accordance with the Filing Requirements, OPG has provided in section 6 and
24 Attachment 1 of the referenced evidence details of the 2020-2031 compensation
25 information for employees working at and supporting OPG's regulated facilities and the
26 DNNP facilities.

AMPCO Interrogatory #114

Interrogatory

**Reference:
 F4-3-1 Attachment 1 p.1**

Question(s):

a) Please complete the following table:

| Overtime Hours | 2020 A | 2021 A | 2023 A | 2024 A | 2025 A | 2026 Plan | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|-----------------------------|-----------|-----------|-----------|-----------|-----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Society | | | | | | | | | | | |
| PWU | | | | | | | | | | | |
| Term/ETE/PECO/ Temporary | | | | | | | | | | | |
| EPSCA | | | | | | | | | | | |

b) Please provide the variance in overtime costs (\$) for each of the years 2027 to 2031 if the overtime rate applied is 1.5 times the wage rate instead of 2.

Response

a) Refer to Attachment 1.

b) Refer to Ex. L-F4-CCC-085 part h), which explains how OPG’s overtime budgets are planned, including the use of a standard overtime rate. As the standard overtime rate is a blended average at each resource type, job family and representation based on historical data, in line with collective bargaining agreements, a split of overtime costs at either 1.5 times or 2 times wage rate for the 2027-2031 period cannot be provided.

1 **AMPCO Interrogatory #115**

2
3 **Interrogatory**

4
5 **Reference:**

6 **F4-3-1 Attachment 1 p.3**

7
8 Question(s):

- 9
10 a) Please breakdown the Management category into Executive, Senior management,
11 Managers/Supervisors and Individual Contributors.
12
13 b) Please breakdown the Society category in Appendix 2-K into
14 Managers/Supervisors and Individual Contributors.
15
16 c) Please separate Salary and Incentive Pay costs.
17
18 d) Please quantify "Fiscal Adjustment".
19
20 e) Please provide an excel version of Attachment #1 that reflects part (a) to part (c)
21 and in the excel version please include the allocation of compensation costs
22 between OM&A and Capital.
23

24
25 **Response**

- 26
27 a) Refer to Attachment 1 and refer to Ex. L-F4-AMPCO-110 parts b) and c).
28
29 b) c) and e) Refer to Attachment 1.
30
31 d) Refer to Ex. L-F4-AMPCO-110.

AMPCO Interrogatory #116

Interrogatory

Reference:

Ref: F4-3-1 Attachment 1 p.3

Question(s):

a) Please complete the following table:

| Overtime Hours | 2020 A | 2021 A | 2023 A | 2024 A | 2025 A | 2026 Plan | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|-----------------------|-----------|-----------|-----------|-----------|-----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Society | | | | | | | | | | | |
| PWU | | | | | | | | | | | |

b) Please provide the variance in overtime costs (\$) for each of the years 2027 to 2031 if the overtime rate applied is 1.5 times the wage rate instead of 2.

Response

a) Refer to Attachment 1.

b) Refer to Ex. L-F4-AMPCO-114, part b).

Overtime Hours for Hydroelectric Regulated Facilities 2020-2031

| Overtime Hours for Hydroelectric Regulated | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|--------------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | Actual | Actual | Actual | Actual | Actual | Actual | Plan | Plan | Plan | Plan | Plan | Plan |
| Society | 33.0 | 40.7 | 45.1 | 52.6 | 50.6 | 56.4 | 45.4 | 46.8 | 46.3 | 47.3 | 46.9 | 47.5 |
| PWU | 88.1 | 128.5 | 136.6 | 144.9 | 163.1 | 156.5 | 152.2 | 157.3 | 160.4 | 168.7 | 163.8 | 164.5 |
| Total^ | 121.1 | 169.1 | 181.7 | 197.5 | 213.7 | 212.9 | 197.6 | 204.1 | 206.6 | 216.0 | 210.7 | 211.9 |

^ Figures in thousands

AMPCO Interrogatory #122

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17

Interrogatory

**Reference:
F4-3-1**

Question(s):

Please compare the percentage of pension and benefit costs allocated to total compensation costs for a Regular FTE compared to a Term/ETE/PECO Temporary FTE and show the calculation.

Response

Refer to Ex. L-F4-CCMBC-005.

1 **CCC Interrogatory #083**

2
3 **Interrogatory**

4
5 **Reference:**
6 **Exhibit F4, Tab 1, Schedule 1, pp. 10-11**

7
8 Question(s):

- 9
10 a) For each of the plant accounts listed below, please provide a table that shows the
11 depreciation expense for 2027-2031 related to the asset account using the current
12 average service life and the depreciation expense for 2027-2031 related to the
13 asset account using the updated average service life:
14
15 i. Pickering and Darlington – Security and Other Fencing
16 ii. Pickering and Darlington – Nuclear Exciters
17 iii. Hydroelectric – Gates, Stoplogs, and Operating Mechanisms
18 iv. Hydroelectric – Station Service Electrical Equipment
19 v. Hydroelectric – Electronic Security Systems
20
21 b) Please provide additional details that support the basis for an initial 60-year useful
22 life for an SMR unit.
23
24 c) Please provide additional details supporting the EOL date (December 31, 2070) for
25 Pickering Units 5-8.
26

27
28 **Response**

- 29
30 a) Chart 1 below provides the requested comparison of the forecasted depreciation
31 expenses for OPG's regulated asset classes using the updated service lives as
32 recommended by Concentric Advisors, ULC in their 2024 Depreciation Study (Ex.
33 F4-1-1, Attachment 1) compared to the previous service lives. As OPG does not
34 budget depreciation expense for forecast in-service additions at the individual asset
35 class level, this analysis is presented on the basis of the actual asset values in
36 service as at December 31, 2024. For clarity, the impacts of these updated service
37 lives have been included in the Application.

Chart 1 – Comparison of Forecasted Depreciation Expense using Updated Service Lives vs. Previous Service Lives

| Asset class (\$M) | Updated Service Life | | | | | Previous Service Life | | | | |
|---------------------------------------------------------|----------------------|-------------|-------------|-------------|-------------|-----------------------|-------------|-------------|-------------|-------------|
| | 2027 | 2028 | 2029 | 2030 | 2031 | 2027 | 2028 | 2029 | 2030 | 2031 |
| Hydro Electric-Gates, Stoplogs and Operating Mechanisms | 16.3 | 16.3 | 16.3 | 16.3 | 16.3 | 13.7 | 13.7 | 13.7 | 13.7 | 13.7 |
| Hydroelectric - Station Service Electrical Equipment | 4.3 | 4.2 | 4.5 | 4.1 | 4.1 | 3.8 | 3.7 | 3.5 | 3.4 | 3.4 |
| Hydro Electric - Electronic Security Systems | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.6 | 0.6 | 0.5 | 0.4 | 0.3 |
| Nuclear - Security and Other Fencing | 0.6 | 0.6 | 0.6 | 0.6 | 0.6 | 1.4 | 1.1 | 0.6 | 0.5 | 0.4 |
| Nuclear - Nuclear Exciters | 0.6 | 0.6 | 0.6 | 0.6 | 0.6 | 0.6 | 0.6 | 0.6 | 0.6 | 0.6 |
| Total | 22.1 | 22.0 | 22.3 | 21.9 | 21.9 | 20.1 | 19.7 | 18.8 | 18.6 | 18.4 |

b) The 60-year useful life assumption for the DNNP's BWRX-300 SMR unit is supported by the design life set out in Section 16 of the BWRX-300 General Description, Revision H, October 2025 provided by GE Vernova Hitachi.¹

c) As discussed in F4-1-1, Section 3.5.2 and Ex. F4-1-1, Attachment 3, p. 3, the December 31, 2070 date represents the average station end-of-life assumption for Pickering Units 5-8 that was adopted by OPG, for accounting purposes, effective December 31, 2023, based on the results of the feasibility assessment for the refurbishment of these units and the support of the Province of Ontario for OPG to proceed with the next steps toward such refurbishment. Consistent with OPG's past practice for establishing such nuclear station end-of-life assumptions, the date represents an average of the end-of-life estimates for each of the four units based on the respective estimated return to service dates and an expected operating period of 38 years based on the technical assessments completed (Ex. L-D2-SEC-079, Attachment 1, p. 6).

The use of the December 31, 2070 end-of-life date assumption for Pickering Units 5-8 is supported by Concentric (Ex. F4-1-1, Attachment 1, p. 14), with a

¹ https://www.governova.com/content/dam/governova-nuclear/global/en_us/documents/carbon-free-power/005N9751-BWRX-300-General-Description.pdf, p.93.

1 recommendation to re-confirm the date after the refurbishment has been
2 completed.

CCC Interrogatory #084

Interrogatory

Reference:

Exhibit A2, Tab 2, Schedule 1, p. 5

Exhibit F4, Tab 2, Schedule 1, pp. 19-20

Preamble:

The federal government has proposed a 15% refundable tax credit for certain clean electricity investments (“CEITC”), including eligible hydroelectric systems and nuclear energy equipment, that could be available to OPG and would reduce borrowing requirements. At the time of filing, no legislation implementing this credit is in place and the CEITCs are not reflected in OPG's 2025-2031 Business Plan. OPG will account for such credits as a reduction in the capital costs of the underlying projects. The Application proposes to return to customers the revenue requirement of the CEITCs, once available, through a series of variance accounts.

Question(s):

- a) Please confirm CCC’s understanding that the value of the proposed CEITCs are, if implemented, going to be passed through to customers on a 100% basis through the application of the credits as capital contributions against the related investments and through the tracking of the related revenue requirement reductions in variance accounts. If not confirmed, please explain how OPG proposed to allocate the value of the proposed credits between itself, DNNP and customers.
- b) In the circumstance that the refundable CEITC legislation is implemented, please provide a detailed estimate of the value of this tax credit on a revenue requirement basis for each year of the 2027-2031 period.
- c) Please further explain the interaction between the CEITC and the CCR proposal. More specifically, if the CEITC rebate is approved will there be a credit to ratepayers associated with the CCR amounts collected during the 2027-2031 period?
- d) If the CEITC legislation is approved while the current proceeding is ongoing, please provide OPG’s view on implementing that rebate for ratemaking purposes as an application update.

1 Response

2
3 Given the relative significance of both programs and the interrelated nature of the
4 impacts (through the respective effects on capital cost allowance (“CCA”) deductions),
5 the Applicants provide their response to parts b) and d) in respect of both the CEITCs
6 and the reinstatement of the accelerated investment incentive property (“RIIP”)
7 program proposed in the 2025 Federal Budget that provides an ability to claim higher
8 CCA deductions for qualifying property acquired on or after January 1, 2025. The
9 federal legislation enacting these mechanisms became law on March 26, 2026. Both
10 of these changes are expected to benefit ratepayers and are further discussed at Ex.
11 F4-2-1, Section 3.2.1 and Section 3.5.

12
13 a) OPG confirms that, regarding the CEITCs for which OPG is eligible with respect to
14 its prescribed assets, the Application proposes to pass through to customers on a
15 100% basis, through the application of such actual received credits as reductions
16 of the associated capital costs for this purpose, the associated revenue requirement
17 impacts as recorded for future disposition in OPG’s applicable existing or proposed
18 deferral and variance accounts, as identified in Ex. H1-1-1, Section 7.5 and Ex. F4-
19 2-1, Section 3.5.

20
21 DNNP LP confirms that, regarding the CEITCs for which DNNP LP’s partners are
22 eligible with respect to the DNNP facilities, the Application proposes to pass through
23 to customers on a 100% basis, through the application of such received credits as
24 reductions of the associated capital costs for this purpose, the associated revenue
25 requirement impacts as recorded for future disposition in DNNP LP’s applicable
26 existing or proposed deferral and variance accounts, as identified in Ex. H1-1-1,
27 Section 8.6 and Ex. F4-2-1, Section 3.5.

28
29 For clarity, for both OPG and DNNP LP, the above noted deferral and variance
30 account would also capture any revenue requirement impacts arising from any
31 subsequent changes to the amount of the CEITCs available, including as a result
32 of legislative or regulatory changes, reassessments, adjustments or other
33 reasons.¹

34
35 b) The Applicants have preliminarily estimated the future impacts of the CEITCs and
36 the RIIP program on the respective proposed revenue requirements in the
37 Application, by applying a set of assumptions with respect to these programs to
38 such proposals, with the results summarized in Chart 1 below. The analysis
39 assumes that all partners of DNNP LP are eligible for the CEITCs and, consistent
40 with the pre-filed evidence, that only OPG (and not the other partners of DNNP LP)
41 are subject to income taxes. The estimated impacts reflect the Applicants’ current

¹ Refer to Ex. L-H1-Staff-248 for discussion of the interactions of various income tax-related deferral and variance accounts, including in connection with the CEITCs.

1 assumptions around expenditure eligibility and the interpretation of the associated
 2 legislation, which may evolve in the future. Any expenditures claimed for the CEITC
 3 may be subject to review and audit by the Canada Revenue Agency.
 4

5 The preliminary estimates provided assume that the refurbishment of Darlington
 6 Unit 4 will be eligible for the CEITC. OPG has asked for a Ministerial determination
 7 to confirm whether this project will in fact qualify, since the overall Darlington
 8 Refurbishment Program commenced before the CEITC project eligibility date, but
 9 the Unit 4 refurbishment began after that date.
 10

11 The CEITC program has numerous requirements that need to be met to receive
 12 the full amount of the credit equal to 15% of the qualifying expenditure. Among
 13 others, this includes the apprentice requirement, which requires that an entity and
 14 its contractors hire enough apprentices so that 10% of the project work performed
 15 by members of a Red Seal trade is performed by apprentices registered in a Red
 16 Seal trade. Certain of OPG's projects, particularly within the Renewable
 17 Generation, do not currently meet these requirements and therefore would be
 18 eligible for a reduced tax credit equivalent to 5% of the qualifying expenditure. The
 19 preliminary estimates provided have been determined assuming that Renewable
 20 Generation projects will receive a 5% CEITC and Nuclear projects will receive a
 21 15% CEITC. OPG is investigating the possibility of meeting the apprentice
 22 requirement for Renewable Generation projects, including the implications and
 23 timing of doing so.
 24

25 **Chart 1 – Summary of Change on the Proposed Revenue Requirement**
 26 **and Payment Amounts – CEITC and RIIP Preliminary Estimates**
 27

| Line No. | Item | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|-----------------------------------------------------|---------|---------|---------|---------|---------|
| | | (a) | (b) | (c) | (d) | (e) |
| | Proposed | | | | | |
| 1 | Revenue Requirement - OPG Nuclear Facilities (\$M) | 4,062.8 | 4,257.4 | 4,677.0 | 4,882.4 | 5,737.6 |
| 2 | Revenue Requirement - DNNP Facilities (\$M) | 301.0 | 378.8 | 404.9 | 559.3 | 1,042.0 |
| 3 | Blended Nuclear Payment Amounts (\$/MWh) | 206.70 | 192.42 | 202.74 | 199.16 | 219.60 |
| 4 | Revenue Requirement - Regulated Hydroelectric (\$M) | 1,668.3 | - | - | - | - |
| 5 | Hydroelectric Payment Amounts* (\$/MWh) | 51.39 | 54.97 | 59.20 | 62.02 | 64.21 |
| 6 | Typical Bill Impact (\$/Month) | 7.93 | 2.44 | 1.33 | 0.69 | 4.62 |
| 7 | Typical Bill Impact (%) | 5.6% | 1.7% | 0.9% | 0.5% | 3.3% |
| | Adjusted for CEITC and RIIP | | | | | |
| 8 | Revenue Requirement - OPG Nuclear Facilities (\$M) | 4,045.5 | 4,212.1 | 4,603.5 | 4,769.3 | 5,560.6 |

| | | | | | | |
|----|-----------------------------------------------------|---------|--------|--------|---------|---------|
| 9 | Revenue Requirement - DNNP Facilities (\$M) | 300.3 | 368.1 | 377.1 | 515.1 | 969.0 |
| 10 | Blended Nuclear Payment Amounts (\$/MWh) | 205.74 | 190.33 | 198.70 | 193.40 | 211.50 |
| 11 | Revenue Requirement - Regulated Hydroelectric (\$M) | 1,635.7 | - | - | - | - |
| 12 | Hydroelectric Payment Amounts* (\$/MWh) | 50.39 | 53.41 | 59.42 | 62.22 | 64.03 |
| 13 | Typical Bill Impact (\$/Month) | 7.69 | 2.21 | 1.37 | 0.44 | 4.16 |
| 14 | Typical Bill Impact (%) | 5.4% | 1.6% | 1.0% | 0.3% | 2.9% |
| | Change | | | | | |
| 15 | Revenue Requirement - OPG Nuclear Facilities (\$M) | (17.3) | (45.3) | (73.5) | (113.1) | (177.0) |
| 16 | Revenue Requirement - DNNP Facilities (\$M) | (0.8) | (10.7) | (27.8) | (44.3) | (73.0) |
| 17 | Blended Nuclear Payment Amounts (\$/MWh) | (1.0) | (2.1) | (4.0) | (5.8) | (8.1) |
| 18 | Revenue Requirement - Regulated Hydroelectric (\$M) | (32.7) | | | | |
| 19 | Hydroelectric Payment Amounts (\$/MWh) | (1.0) | (1.6) | 0.2 | 0.2 | (0.2) |
| 20 | Typical Bill Impact (\$/Month) | (0.2) | (0.2) | 0.0 | (0.3) | (0.5) |
| 21 | Typical Bill Impact (%) | (0.2)% | (0.1)% | 0.1% | (0.2)% | (0.4)% |

*2027 is cost of service amount. Subsequent years escalated by the Price Cap Index

In Attachment 1, the Applicants have provided a detailed set of tables that recalculates the proposed revenue requirements and payment amounts with the inclusion of the preliminary assumptions for the CEITCs and the RIIP program, by amending the applicable 2027-2031 tables included in the pre-filed evidence. The adjustments made include reductions to the rate base (and associated depreciation and amortization expense) of each of OPG Nuclear, Regulated Hydroelectric and DNNP LP for the forecast amount of the CEITCs pertaining to such in-service additions during the IR term, reductions to forecast new debt issues on account of lower borrowing requirements reflecting the receipt of CEITCs, adjusting the CCA calculations to reflect the increase in the forecast CCA deductions resulting from the RIIP program and the decrease in the forecast CCA by the amount of the CEITCs received each year, and reducing the concurrent cost recovery interest amounts through the application of CEITCs against the forecast capital expenditures for the Pickering Refurbishment Program and the Darlington New Nuclear Program (as discussed in part b) below).

In applying the preliminary estimates CEITCs and the RIIP program to the proposals in the Application, in addition to the assumed revenue requirement impacts, there is an associated impact to the amount of regulatory tax losses carried forward to future IR terms for OPG's regulated nuclear business and for the DNNP facilities, as well as an adjustment to the proposed C-factor for OPG's regulated hydroelectric facilities for the 2028-2031 years. The respective evidence

1 tables showing such recalculated values are included in Attachment 1, Tables 30
2 and 33.

3
4 c) Yes, the Concurrent Cost Recovery interest amounts for the Pickering
5 Refurbishment Program and the Darlington New Nuclear Program in respect of the
6 2027-2031 period (discussed in Ex. I1-1-3) will be lower as a result of the respective
7 CEITCs received, through their application as reductions of the associated capital
8 expenditures on these projects for this purpose. Such estimated impacts are
9 captured as part of the response in part b) above. Any such impacts not reflected
10 in the approved revenue requirements would be reconciled through the Pickering
11 B Refurbishment Project Variance Account and the Darlington New Nuclear Project
12 Variance Account re Capital Cost Account, respectively.

13
14 d) While there remain significant uncertainties with respect to the amount of the
15 CEITCs that the Applicants would ultimately receive, with the CEITCs and the RIIP
16 program having become law since the submission of the Application, the Applicants
17 are not opposed in principle to reflecting the preliminary estimates of these
18 programs in the revenue requirements and other approval items in this proceeding,
19 provided that the proposed Clean Electricity ITC Variance Accounts and Income
20 and Other Taxes Variance Accounts are also approved. To avoid the complexities
21 and any potential delays associated with such a comprehensive update of the
22 Application, however, the Applicants believe that the incorporation of these impacts
23 can be addressed as part of the payment amounts order process. This view is
24 informed by the pervasive nature of the affected elements of the revenue
25 requirement (as demonstrated in Attachment 1), combined with the level of impacts
26 that these changes are forecasted to have on the revenue requirements and
27 payment amounts (as set out in part b) above).

Table 0
 Index of Tables - References to Pre-filed Tables

| L-F4-CCC-084 Table Reference: | Table Title: | Pre-Filed Table Reference: |
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| 1 | Prescribed Facility Rate Base - Regulated Hydroelectric | B1-1-1, Table 1 |
| 2 | Continuity of Gross Property, Plant and Equipment - Regulated Hydroelectric - 2027-2031 | B2-3-1, Table 3 |
| 3 | Continuity of Property, Plant and Equipment - Regulated Hydroelectric - Notes - 2027-2031 | B2-3-1, Table 3a |
| 4 | Continuity of Accumulated Depreciation and Amortization - Regulated Hydroelectric - 2027-2031 | B2-4-1, Table 3 |
| 5 | Prescribed Facility Rate Base - OPG Nuclear Facilities | B1-1-1, Table 2 |
| 6 | Prescribed Facility Rate Base - DNNP Facilities | B1-1-1, Table 3 |
| 7 | Continuity of Property, Plant and Equipment - Combined Nuclear - 2027-2031 | B3-3-1, Table 2 |
| 8 | Continuity of Property, Plant and Equipment - Combined Nuclear - Notes | B3-3-1, Table 2a |
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| 10 | Summary of Capitalization and Cost of Capital - OPG - 2031 | C1-1-1, Table 1 |
| 11 | Summary of Capitalization and Cost of Capital - OPG - 2030 | C1-1-1, Table 2 |
| 12 | Summary of Capitalization and Cost of Capital - OPG - 2029 | C1-1-1, Table 3 |
| 13 | Summary of Capitalization and Cost of Capital - OPG - 2028 | C1-1-1, Table 4 |
| 14 | Summary of Capitalization and Cost of Capital - OPG - 2027 | C1-1-1, Table 5 |
| 15 | Summary of Existing and Planned Long-Term Debt - OPG - 2027 | C1-1-2, Table 9 |
| 16 | Summary of Existing and Planned Long-Term Debt - OPG - 2027 - Notes | C1-1-2, Table 9a |
| 17 | Summary of Existing and Planned Long-Term Debt - OPG - 2028 | C1-1-2, Table 10 |
| 18 | Summary of Existing and Planned Long-Term Debt - OPG - 2028 - Notes | C1-1-2, Table 10a |
| 19 | Summary of Existing and Planned Long-Term Debt - OPG - 2029 | C1-1-2, Table 11 |
| 20 | Summary of Existing and Planned Long-Term Debt - OPG - 2029 - Notes | C1-1-2, Table 11a |
| 21 | Summary of Existing and Planned Long-Term Debt - OPG - 2030 | C1-1-2, Table 12 |
| 22 | Summary of Existing and Planned Long-Term Debt - OPG - 2030 - Notes | C1-1-2, Table 12a |
| 23 | Summary of Existing and Planned Long-Term Debt - OPG - 2031 | C1-1-2, Table 13 |
| 24 | Summary of Existing and Planned Long-Term Debt - OPG - 2031 - Notes | C1-1-2, Table 13a |
| 25 | Depreciation and Amortization - Regulated Hydroelectric | F4-1-1, Table 1 |
| 26 | Depreciation and Amortization - Combined Nuclear | F4-1-1, Table 2 |
| 27 | Calculation of Regulatory Income Taxes - Regulated Hydroelectric - 2027-2031 | F4-2-1, Table 3b |
| 28 | Calculation of Regulatory Income Taxes - Regulated Hydroelectric - 2027-2031 - Notes | F4-2-1, Table 3c |
| 29 | Calculation of Regulatory Income Taxes - OPG Nuclear Facilities - 2027-2031 | F4-2-1, Table 3d |
| 30 | Summary of OPG Nuclear Regulatory Losses - 2027-2031 | F4-2-1, Table 3e |
| 31 | Calculation of Regulatory Income Taxes for OPG Nuclear - 2027-2031 - Notes | F4-2-1, Table 3f |
| 32 | Calculation of Regulatory Income Taxes - DNNP Facilities - 2026-2031 | F4-2-1, Table 3g |
| 33 | Summary of DNNP Facilities Regulatory Losses - Taxable Partners - 2027-2031 | F4-2-1, Table 3h |
| 34 | Calculation of Regulatory Income Taxes - DNNP Facilities - 2027-2031 - Notes | F4-2-1, Table 3i |
| 35 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - 2025 | F4-2-1, Table 14 (CCA_H25) |
| 36 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - 2026 | F4-2-1, Table 15 (CCA_H26) |
| 37 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - 2027 | F4-2-1, Table 16 (CCA_H27) |
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| 39 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - 2029 | F4-2-1, Table 18 (CCA_H29) |
| 40 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - 2030 | F4-2-1, Table 19 (CCA_H30) |
| 41 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - 2031 | F4-2-1, Table 20 (CCA_H31) |
| 42 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - 2025 | F4-2-1, Table 26 (CCA_N25) |
| 43 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - 2026 | F4-2-1, Table 27 (CCA_N26) |
| 44 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - 2027 | F4-2-1, Table 28 (CCA_N27) |
| 45 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - 2028 | F4-2-1, Table 29 (CCA_N28) |
| 46 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - 2029 | F4-2-1, Table 30 (CCA_N29) |
| 47 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - 2030 | F4-2-1, Table 31 (CCA_N30) |
| 48 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - 2031 | F4-2-1, Table 32 (CCA_N31) |
| 49 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for DNNP Facilities - 2027 | F4-2-1, Table 33 (CCA_N27) |
| 50 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for DNNP Facilities - 2028 | F4-2-1, Table 34 (CCA_N28) |
| 51 | Undepreciated Capital Cost and Capital Cost Allowance Schedule for DNNP Facilities - 2029 | F4-2-1, Table 35 (CCA_N29) |
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| 54 | Summary of Revenue Requirement - Regulated Hydroelectric - 2027 | I1-1-1, Table 1 |
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| 56 | Summary of Revenue Requirement - DNNP Facilities - 2027-2031 | I1-1-1, Table 2a |
| 57 | Calculation of Forecast Concurrent Cost Recovery - Darlington New Nuclear Program - 2026-2031 | I1-1-1, Table 6 |
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| 59 | Annualized Residential Consumer Impact | I1-1-2, Table 1 |
| 60 | Computation of Percent Change in Payment Amounts | I1-1-2, Table 2 |
| 61 | Payment Amounts and Riders - Regulated Hydroelectric Facilities | I1-2-1, Table 1 |
| 62 | Calculation of Capital Factor for Regulated Hydroelectric Facilities | I1-2-1, Table 2 |
| 63 | Payment Amounts - Combined Nuclear | I1-3-1, Table 1 |
| 64 | Calculation of OPG Nuclear Facilities Stretch Factor | I1-3-1, Table 2 |
| 65 | Calculation of OPG Nuclear Facilities Stretch Factor - Notes | I1-3-1, Table 2a |

Numbers may not add due to rounding.

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Exhibit L

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Attachment 1

Table 1

Table 1

Prescribed Facility Rate Base - Regulated Hydroelectric - Updated for CEITC Impact (\$M)

| Line No. | Rate Base Item | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|--------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| | | (a) | (b) | (c) | (d) | (e) |
| 1 | Gross Plant at Cost¹ | 12,725.5 | 13,457.5 | 14,740.0 | 15,598.8 | 16,364.1 |
| 2 | Accumulated Depreciation and Amortization¹ | 3,625.3 | 3,827.3 | 4,045.4 | 4,280.1 | 4,525.9 |
| 3 | Net Plant¹ | 9,100.1 | 9,630.2 | 10,694.5 | 11,318.7 | 11,838.2 |
| 4 | Cash Working Capital² | 19.3 | 19.2 | 19.3 | 19.3 | 19.3 |
| 5 | Materials & Supplies² | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 |
| 6 | Total | 9,119.7 | 9,649.6 | 10,714.0 | 11,338.2 | 11,857.7 |

Notes:

- 1 From Ex. L-F4-CCC-084, Table 2 and 4.
- 2 From Ex. B2-5-1, Table 2.

Numbers may not add due to rounding.

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 Attachment 1
 Table 2

Table 2
 Continuity of Gross Property, Plant and Equipment - Regulated Hydroelectric - Updated for CEITC Impact (\$M)
Years Ending December 31, 2027 to 2031

| Line No. | Prescribed Facility Category | Opening Balance | In-Service Additions | CEITC Adjustment on col. (b) | Retirements, Transfers & Adjustments | (b)+(c)+(d) Net Change | (a)+(e) Closing Balance | (a+f)/2 Gross Plant Rate Base Amount |
|----------|-------------------------------|-----------------|----------------------|------------------------------|--------------------------------------|------------------------|-------------------------|--------------------------------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | 2027 Plan:¹ | | | | | | | |
| 1 | Niagara Region | 5,090.1 | 167.1 | (0.5) | (10.6) | 156.0 | 5,246.1 | 5,176.1 |
| 2 | Eastern Region | 5,578.9 | 265.3 | (19.7) | (3.3) | 242.4 | 5,821.3 | 5,700.1 |
| 3 | Western Region | 1,616.1 | 410.7 | (5.3) | (5.2) | 400.2 | 2,016.3 | 1,849.2 |
| 4 | Total | 12,285.1 | 843.1 | (25.4) | (19.1) | 798.6 | 13,083.7 | 12,725.5 |
| | 2028 Plan:¹ | | | | | | | |
| 5 | Niagara Region | 5,246.1 | 342.9 | (1.7) | (12.6) | 328.7 | 5,574.8 | 5,338.4 |
| 6 | Eastern Region | 5,821.3 | 465.5 | (16.1) | (4.8) | 444.6 | 6,265.9 | 6,029.7 |
| 7 | Western Region | 2,016.3 | 297.9 | (29.3) | (2.4) | 266.2 | 2,282.5 | 2,089.4 |
| 8 | Total | 13,083.7 | 1,106.3 | (47.0) | (19.8) | 1,039.5 | 14,123.2 | 13,457.5 |
| | 2029 Plan:¹ | | | | | | | |
| 9 | Niagara Region | 5,574.8 | 567.7 | (12.2) | (15.0) | 540.5 | 6,115.3 | 5,937.0 |
| 10 | Eastern Region | 6,265.9 | 331.1 | (11.0) | (2.4) | 317.7 | 6,583.6 | 6,424.7 |
| 11 | Western Region | 2,282.5 | 218.3 | (24.7) | (2.3) | 191.4 | 2,473.9 | 2,378.2 |
| 12 | Total | 14,123.2 | 1,117.1 | (47.9) | (19.7) | 1,049.6 | 15,172.7 | 14,740.0 |
| | 2030 Plan:¹ | | | | | | | |
| 13 | Niagara Region | 6,115.3 | 535.6 | (17.2) | (14.0) | 504.4 | 6,619.7 | 6,346.3 |
| 14 | Eastern Region | 6,583.6 | 219.4 | (5.7) | (2.5) | 211.2 | 6,794.8 | 6,689.2 |
| 15 | Western Region | 2,473.9 | 185.1 | (2.4) | (3.7) | 178.9 | 2,652.8 | 2,563.3 |
| 16 | Total | 15,172.7 | 940.0 | (25.2) | (20.3) | 894.5 | 16,067.2 | 15,598.8 |
| | 2031 Plan: | | | | | | | |
| 17 | Niagara Region | 6,619.7 | 48.5 | (8.1) | (13.1) | 27.3 | 6,647.0 | 6,633.4 |
| 18 | Eastern Region | 6,794.8 | 281.1 | (5.2) | (2.3) | 273.6 | 7,068.4 | 6,931.6 |
| 19 | Western Region | 2,652.8 | 298.9 | (3.0) | (3.3) | 292.6 | 2,945.4 | 2,799.1 |
| 20 | Total | 16,067.2 | 628.6 | (16.3) | (18.7) | 593.6 | 16,660.9 | 16,364.1 |

Notes: Refer to Ex. L-F4-CCC-084, Table 3.

Numbers may not add due to rounding.

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 Table 3

Table 3
 Continuity of Property, Plant and Equipment - Regulated Hydroelectric Notes - Updated for CEITC Impact (\$M)
Years Ending December 31, 2027 to 2031

Notes:

- 1 For in service amount additions, including the CEITC adjustment, that are equal to or higher than \$50M, the month in which the asset is placed in service is used to determine the gross plant rate base amount, rather than applying a mid year average. This comprises of the following projects for the 2027 to 2031 forecast years:

| Line No. | Allocated Project | Project Number | Facility | Prescribed Facility Category | Reference | In-Service Date | In-Service Amount Addition | CEITC Adjustment ² | In-Service Amount Addition Including CEITC Adjustment | First Year Weighting in Months |
|----------|-------------------------------------------|----------------|-----------------|------------------------------|----------------|-----------------|----------------------------|-------------------------------|-------------------------------------------------------|--------------------------------|
| 1 | Kakabeka Falls GS Redevelopment | 86386 | Kakabeka | Western Region | D1-1-2_Table 1 | 01-Apr-27 | 134.9 | (2.6) | 132.3 | 9 |
| 2 | Kakabeka Falls GS Redevelopment | 86386 | Kakabeka | Western Region | D1-1-2_Table 1 | 01-Jul-27 | 165.7 | (2.6) | 163.1 | 6 |
| 3 | BK1 G4 Refurbishment | 86570 | Sir Adam Beck 1 | Niagara Region | D1-1-2_Table 1 | 08-Jun-27 | 96.5 | (0.3) | 96.2 | 7 |
| 4 | BK2 G20/G19 Refurbishment | 87768 | Sir Adam Beck 2 | Niagara Region | D1-1-2_Table 1 | 01-Oct-28 | 176.5 | (1.1) | 175.4 | 3 |
| 5 | BK1 G6 G8 Refurbishment | 86372 | Sir Adam Beck 1 | Niagara Region | D1-1-2_Table 1 | 01-Oct-28 | 113.1 | (0.4) | 112.7 | 3 |
| 6 | Matabitchuan GS Redevelopment | 86387 | Matabitchuan | Eastern Region | D1-1-2_Table 1 | 07-Aug-28 | 180.0 | (13.0) | 166.9 | 5 |
| 7 | Kakabeka Falls GS Redevelopment | 86386 | Kakabeka | Western Region | D1-1-2_Table 1 | 01-Dec-28 | 171.9 | (27.8) | 144.1 | 1 |
| 8 | SAB1 Canal Isolation Preparedness Phase 1 | 89252 | Sir Adam Beck 1 | Niagara Region | D1-1-2_Table 1 | 01-Mar-29 | 65.0 | 0.0 | 65.0 | 10 |
| 9 | BK2 G20/G19 Refurbishment | 87768 | Sir Adam Beck 2 | Niagara Region | D1-1-2_Table 1 | 01-Feb-29 | 176.5 | (7.7) | 168.8 | 11 |
| 10 | BK1 G6 G8 Refurbishment | 86372 | Sir Adam Beck 1 | Niagara Region | D1-1-2_Table 1 | 01-Mar-30 | 113.1 | (6.3) | 106.8 | 10 |
| 11 | BK2 G18 G17 Refurbishment | 87356 | Sir Adam Beck 2 | Niagara Region | D1-1-2_Table 1 | 01-Jul-30 | 172.1 | (1.7) | 170.4 | 6 |
| 12 | BK2 G18 G17 Refurbishment | 87356 | Sir Adam Beck 2 | Niagara Region | D1-1-2_Table 1 | 01-Nov-30 | 172.1 | (1.7) | 170.4 | 2 |

- 2 Amounts reflect the forecasted CEITC credited to rate base in the associated year for the corresponding project.

Table 4
 Continuity of Accumulated Depreciation and Amortization - Regulated Hydroelectric - Updated for CEITC Impact (\$M)
Years Ending December 31, 2027 to 2031

| Line No. | Prescribed Facility Category | Opening Balance | Depreciation and Amortization on Opening Balance | Depreciation and Amortization on In-Service Additions | CEITC Adjustment Depreciation and Amortization on cols. (b) and (c) | Retirements, Transfers & Adjustments | (a)+(b)+(c)+(d)+(e) Closing Balance | (a+f)/2 Accumulated Depreciation and Amortization Rate Base Amount |
|----------|------------------------------|-----------------|--------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------|----------------------------------------|-----------------------------------------------------------------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | 2027 Plan: | | | | | | | |
| 1 | Niagara Region | 1,409.8 | 68.6 | 1.6 | (0.0) | 0.0 | 1,479.9 | 1,444.8 |
| 2 | Eastern Region | 1,674.7 | 94.3 | 2.3 | (0.2) | 0.0 | 1,771.1 | 1,722.9 |
| 3 | Western Region | 442.9 | 25.4 | 4.0 | (0.1) | 0.0 | 472.3 | 457.6 |
| 4 | Total | 3,527.4 | 188.3 | 7.9 | (0.3) | 0.0 | 3,723.3 | 3,625.3 |
| | 2028 Plan: | | | | | | | |
| 5 | Niagara Region | 1,479.9 | 71.2 | 1.7 | (0.0) | 0.0 | 1,552.8 | 1,516.4 |
| 6 | Eastern Region | 1,771.1 | 98.4 | 3.7 | (0.5) | 0.0 | 1,872.8 | 1,821.9 |
| 7 | Western Region | 472.3 | 32.2 | 1.3 | (0.1) | 0.0 | 505.7 | 489.0 |
| 8 | Total | 3,723.3 | 201.8 | 6.8 | (0.6) | 0.0 | 3,931.3 | 3,827.3 |
| | 2029 Plan: | | | | | | | |
| 9 | Niagara Region | 1,552.8 | 76.3 | 6.4 | (0.2) | 0.0 | 1,635.3 | 1,594.1 |
| 10 | Eastern Region | 1,872.8 | 105.6 | 2.9 | (0.7) | 0.0 | 1,980.5 | 1,926.6 |
| 11 | Western Region | 505.7 | 37.0 | 1.8 | (0.8) | 0.0 | 543.8 | 524.7 |
| 12 | Total | 3,931.3 | 218.9 | 11.1 | (1.7) | 0.0 | 4,159.6 | 4,045.4 |
| | 2030 Plan: | | | | | | | |
| 13 | Niagara Region | 1,635.3 | 85.2 | 4.1 | (0.4) | 0.0 | 1,724.2 | 1,679.7 |
| 14 | Eastern Region | 1,980.5 | 110.2 | 1.9 | (0.9) | 0.0 | 2,091.8 | 2,036.2 |
| 15 | Western Region | 543.8 | 40.3 | 1.6 | (1.0) | 0.0 | 584.7 | 564.2 |
| 16 | Total | 4,159.6 | 235.7 | 7.6 | (2.3) | 0.0 | 4,400.6 | 4,280.1 |
| | 2031 Plan: | | | | | | | |
| 17 | Niagara Region | 1,724.2 | 93.2 | 0.5 | (0.6) | 0.0 | 1,817.2 | 1,770.7 |
| 18 | Eastern Region | 2,091.8 | 112.4 | 2.5 | (0.9) | 0.0 | 2,205.7 | 2,148.8 |
| 19 | Western Region | 584.7 | 42.0 | 2.5 | (1.1) | 0.0 | 628.1 | 606.4 |
| 20 | Total | 4,400.6 | 247.6 | 5.5 | (2.6) | 0.0 | 4,651.1 | 4,525.9 |

Numbers may not add due to rounding.

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 Attachment 1
 Table 5

Table 5

Prescribed Facility Rate Base - OPG Nuclear Facilities - Updated for CEITC Impact (\$M)

| Line No. | Rate Base Item | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|--------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| | | (a) | (b) | (c) | (d) | (e) |
| 1 | Gross Plant at Cost¹ | 24,191.0 | 25,188.7 | 25,770.2 | 27,017.6 | 33,863.0 |
| 2 | Accumulated Depreciation and Amortization¹ | 9,395.9 | 10,074.0 | 10,782.6 | 11,526.0 | 12,390.3 |
| 3 | Net Plant¹ | 14,795.1 | 15,114.7 | 14,987.7 | 15,491.7 | 21,472.7 |
| 4 | Cash Working Capital² | (22.5) | (22.4) | (22.5) | (22.5) | (22.5) |
| 5 | Fuel Inventory² | 318.6 | 376.0 | 441.7 | 515.8 | 556.3 |
| 6 | Materials & Supplies² | 578.5 | 599.4 | 598.4 | 605.0 | 618.2 |
| 7 | Total | 15,669.8 | 16,067.6 | 16,005.4 | 16,590.0 | 22,624.7 |

Notes:

- 1 From Ex. L-F4-CCC-084, Table 7 and 9.
- 2 From Ex. B3-5-1, Table 2.

Numbers may not add due to rounding.

Filed: 2026-04-24

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Exhibit L

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Attachment 1

Table 6

Table 6

Prescribed Facility Rate Base - DNNP Facilities - Updated for CEITC Impact (\$M)

| Line No. | Rate Base Item | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|--------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| | | (a) | (b) | (c) | (d) | (e) |
| 1 | Gross Plant at Cost¹ | 0.0 | 0.0 | 0.0 | 1,236.5 | 5,935.4 |
| 2 | Accumulated Depreciation and Amortization¹ | 0.0 | 0.0 | 0.0 | 10.2 | 69.9 |
| 3 | Net Plant¹ | 0.0 | 0.0 | 0.0 | 1,226.3 | 5,865.5 |
| 4 | Cash Working Capital² | 0.0 | 0.0 | 0.0 | (0.6) | (2.4) |
| 5 | Fuel Inventory² | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 6 | Materials & Supplies² | 0.0 | 0.0 | 2.1 | 11.1 | 25.0 |
| 7 | Total | 0.0 | 0.0 | 2.1 | 1,236.9 | 5,888.1 |

Notes:

1 From Ex. L-F4-CCC-084, Table 7 and 9.

2 From Ex. B3-5-1, Table 3.

Table 7 (Three Pages)
 Continuity of Property, Plant and Equipment - Combined Nuclear - Updated for CEITC Impact (\$M)
 Years Ending December 31, 2027 to 2031

| Line No. | Prescribed Facility Category | Gross Plant Opening Balance | In-Service Additions | CEITC Adjustment on col. (b) | Retirements, Transfers & Adjustments | (b)+(c)+(d) Net Change | (a)+(e) Closing Balance | (a+f)/2 Gross Plant Rate Base Amount |
|----------|-----------------------------------------------------------------------|-----------------------------|----------------------|------------------------------|--------------------------------------|------------------------|-------------------------|--------------------------------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | 2027 Plan: ¹ | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 1 | Darlington NGS (excluding DRP) | 4,648.5 | 826.9 | (10.0) | 0.0 | 816.9 | 5,465.4 | 4,966.5 |
| 2 | Darlington Refurbishment Program (excluding D2O Storage) ⁴ | 11,906.5 | 0.0 | (249.1) | 0.0 | (249.1) | 11,657.4 | 11,781.9 |
| 3 | Heavy Water Storage Facility (D2O Storage) | 395.6 | 0.0 | 0.0 | 0.0 | 0.0 | 395.6 | 395.6 |
| 4 | Subtotal Darlington NGS | 16,950.6 | 826.9 | (259.1) | 0.0 | 567.8 | 17,518.4 | 17,144.1 |
| | Pickering NGS: | | | | | | | |
| 5 | Pickering NGS (excluding PRP) | 2,882.5 | 119.1 | 0.0 | 0.0 | 119.1 | 3,001.6 | 2,942.0 |
| 6 | Pickering Refurbishment Program | 159.3 | 20.6 | (0.4) | 0.0 | 20.2 | 179.5 | 169.4 |
| 7 | Subtotal Pickering NGS | 3,041.8 | 139.7 | (0.4) | 0.0 | 139.3 | 3,181.0 | 3,111.4 |
| 8 | Operations and Project Support ² | 812.8 | 36.0 | 0.0 | 0.0 | 36.0 | 848.7 | 830.8 |
| 9 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 20,805.2 | 1,002.5 | (259.5) | 0.0 | 743.0 | 21,548.2 | 21,086.3 |
| 10 | Asset Retirement Costs | 3,104.7 | 0.0 | 0.0 | 0.0 | 0.0 | 3,104.7 | 3,104.7 |
| 11 | Total | 23,909.9 | 1,002.5 | (259.5) | 0.0 | 743.0 | 24,652.9 | 24,191.0 |
| | DNNP Facilities | | | | | | | |
| 12 | Darlington New Nuclear Program | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | 2028 Plan: ¹ | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 13 | Darlington NGS (excluding DRP) | 5,465.4 | 741.5 | (16.2) | 0.0 | 725.3 | 6,190.7 | 5,940.9 |
| 14 | Darlington Refurbishment Program (excluding D2O Storage) | 11,657.4 | 0.0 | 0.0 | 0.0 | 0.0 | 11,657.4 | 11,657.4 |
| 15 | Heavy Water Storage Facility (D2O Storage) | 395.6 | 0.0 | 0.0 | 0.0 | 0.0 | 395.6 | 395.6 |
| 16 | Subtotal Darlington NGS | 17,518.4 | 741.5 | (16.2) | 0.0 | 725.3 | 18,243.7 | 17,993.9 |
| | Pickering NGS: | | | | | | | |
| 17 | Pickering NGS (excluding PRP) | 3,001.6 | 90.6 | 0.0 | 0.0 | 90.6 | 3,092.2 | 3,046.9 |
| 18 | Pickering Refurbishment Program | 179.5 | 0.0 | 0.0 | 0.0 | 0.0 | 179.5 | 179.5 |
| 19 | Subtotal Pickering NGS | 3,181.0 | 90.6 | 0.0 | 0.0 | 90.6 | 3,271.7 | 3,226.4 |
| 20 | Operations and Project Support ² | 848.7 | 29.7 | 0.0 | 0.0 | 29.7 | 878.5 | 863.6 |
| 21 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 21,548.2 | 861.9 | (16.2) | 0.0 | 845.7 | 22,393.9 | 22,083.9 |
| 22 | Asset Retirement Costs | 3,104.7 | 0.0 | 0.0 | 0.0 | 0.0 | 3,104.7 | 3,104.7 |
| 23 | Total | 24,652.9 | 861.9 | (16.2) | 0.0 | 845.7 | 25,498.6 | 25,188.7 |
| | DNNP Facilities | | | | | | | |
| 24 | Darlington New Nuclear Program | 0.0 | 0.0 | - | 0.0 | 0.0 | 0.0 | 0.0 |

Table 7 (Three Pages)
 Continuity of Property, Plant and Equipment - Combined Nuclear - Updated for CEITC Impact (\$M)
 Years Ending December 31, 2027 to 2031

| Line No. | Prescribed Facility Category | Gross Plant Opening Balance | In-Service Additions | CEITC Adjustment on col. (b) | Retirements, Transfers & Adjustments | (b)+(c)+(d) Net Change | (a)+(e) Closing Balance | (a+f)/2 Gross Plant Rate Base Amount |
|----------|------------------------------------------------------------------|-----------------------------|----------------------|------------------------------|--------------------------------------|------------------------|-------------------------|--------------------------------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | 2029 Plan:¹ | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 25 | Darlington NGS (excluding DRP) | 6,190.7 | 936.6 | (26.9) | 0.0 | 909.7 | 7,100.4 | 6,394.8 |
| 26 | Darlington Refurbishment Program (excluding D2O Storage) | 11,657.4 | 0.0 | 0.0 | 0.0 | 0.0 | 11,657.4 | 11,657.4 |
| 27 | Heavy Water Storage Facility (D2O Storage) | 395.6 | 0.0 | 0.0 | 0.0 | 0.0 | 395.6 | 395.6 |
| 28 | Subtotal Darlington NGS | 18,243.7 | 936.6 | (26.9) | 0.0 | 909.7 | 19,153.4 | 18,447.8 |
| | Pickering NGS: | | | | | | | |
| 29 | Pickering NGS (excluding PRP) | 3,092.2 | 102.2 | (0.1) | 0.0 | 102.1 | 3,194.3 | 3,143.3 |
| 30 | Pickering Refurbishment Program | 179.5 | 0.0 | 0.0 | 0.0 | 0.0 | 179.5 | 179.5 |
| 31 | Subtotal Pickering NGS | 3,271.7 | 102.2 | (0.1) | 0.0 | 102.1 | 3,373.8 | 3,322.7 |
| 32 | Operations and Project Support² | 878.5 | 32.9 | 0.0 | 0.0 | 32.9 | 911.4 | 894.9 |
| 33 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 22,393.9 | 1,071.7 | (27.0) | 0.0 | 1,044.7 | 23,438.5 | 22,665.5 |
| 34 | Asset Retirement Costs | 3,104.7 | 0.0 | 0.0 | 0.0 | 0.0 | 3,104.7 | 3,104.7 |
| 35 | Total | 25,498.6 | 1,071.7 | (27.0) | 0.0 | 1,044.7 | 26,543.3 | 25,770.2 |
| | DNNP Facilities | | | | | | | |
| 36 | Darlington New Nuclear Program | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | 2030 Plan:¹ | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 37 | Darlington NGS (excluding DRP) | 7,100.4 | 1,059.2 | (53.4) | 0.0 | 1,005.8 | 8,106.2 | 7,340.9 |
| 38 | Darlington Refurbishment Program (excluding D2O Storage) | 11,657.4 | 0.0 | 0.0 | 0.0 | 0.0 | 11,657.4 | 11,657.4 |
| 39 | Heavy Water Storage Facility (D2O Storage) | 395.6 | 0.0 | 0.0 | 0.0 | 0.0 | 395.6 | 395.6 |
| 40 | Subtotal Darlington NGS | 19,153.4 | 1,059.2 | (53.4) | 0.0 | 1,005.8 | 20,159.2 | 19,393.9 |
| | Pickering NGS: | | | | | | | |
| 41 | Pickering NGS (excluding PRP) | 3,194.3 | 348.9 | (1.6) | 0.0 | 347.3 | 3,541.5 | 3,392.5 |
| 42 | Pickering Refurbishment Program | 179.5 | 0.0 | 0.0 | 0.0 | 0.0 | 179.5 | 179.5 |
| 43 | Subtotal Pickering NGS | 3,373.8 | 348.9 | (1.6) | 0.0 | 347.3 | 3,721.0 | 3,572.0 |
| 44 | Operations and Project Support² | 911.4 | 71.4 | 0.0 | 0.0 | 71.4 | 982.7 | 947.1 |
| 45 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 23,438.5 | 1,479.4 | (55.0) | 0.0 | 1,424.4 | 24,863.0 | 23,912.9 |
| 46 | Asset Retirement Costs | 3,104.7 | 0.0 | 0.0 | 0.0 | 0.0 | 3,104.7 | 3,104.7 |
| 47 | Total | 26,543.3 | 1,479.4 | (55.0) | 0.0 | 1,424.4 | 27,967.7 | 27,017.6 |
| | DNNP Facilities | | | | | | | |
| 48 | Darlington New Nuclear Program | 0.0 | 6,584.9 | (649.5) | 0.0 | 5,935.4 | 5,935.4 | 1,236.5 |

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 7

Table 7 (Three Pages)
 Continuity of Property, Plant and Equipment - Combined Nuclear - Updated for CEITC Impact (\$M)
 Years Ending December 31, 2027 to 2031

| Line No. | Prescribed Facility Category | Gross Plant Opening Balance | In-Service Additions | CEITC Adjustment on col. (b) | Retirements, Transfers & Adjustments | (b)+(c)+(d) Net Change | (a)+(e) Closing Balance | (a+f)/2 Gross Plant Rate Base Amount |
|----------|------------------------------------------------------------------|-----------------------------|----------------------|------------------------------|--------------------------------------|------------------------|-------------------------|--------------------------------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | 2031 Plan:¹ | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 49 | Darlington NGS (excluding DRP) | 8,106.2 | 768.2 | (58.6) | 0.0 | 709.6 | 8,815.8 | 8,461.0 |
| 50 | Darlington Refurbishment Program (excluding D2O Storage) | 11,657.4 | 0.0 | 0.0 | 0.0 | 0.0 | 11,657.4 | 11,657.4 |
| 51 | Heavy Water Storage Facility (D2O Storage) | 395.6 | 0.0 | 0.0 | 0.0 | 0.0 | 395.6 | 395.6 |
| 52 | Subtotal Darlington NGS | 20,159.2 | 768.2 | (58.6) | 0.0 | 709.6 | 20,868.8 | 20,514.0 |
| | Pickering NGS: | | | | | | | |
| 53 | Pickering NGS (excluding PRP) | 3,541.5 | 178.6 | (2.6) | 0.0 | 176.0 | 3,717.5 | 3,629.5 |
| 54 | Pickering Refurbishment Program | 179.5 | 9,688.0 | (1,005.3) | 0.0 | 8,682.7 | 8,862.2 | 5,606.2 |
| 55 | Subtotal Pickering NGS | 3,721.0 | 9,866.6 | (1,007.9) | 0.0 | 8,858.7 | 12,579.7 | 9,235.7 |
| 56 | Operations and Project Support² | 982.7 | 51.5 | 0.0 | 0.0 | 51.5 | 1,034.3 | 1,008.5 |
| 57 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 24,863.0 | 10,686.3 | (1,066.5) | 0.0 | 9,619.8 | 34,482.8 | 30,758.2 |
| 58 | Asset Retirement Costs | 3,104.7 | 0.0 | 0.0 | 0.0 | 0.0 | 3,104.7 | 3,104.7 |
| 59 | Total | 27,967.7 | 10,686.3 | (1,066.5) | 0.0 | 9,619.8 | 37,587.5 | 33,863.0 |
| | DNNP Facilities | | | | | | | |
| 60 | Darlington New Nuclear Program | 5,935.4 | 0.0 | 0.0 | 0.0 | 0.0 | 5,935.4 | 5,935.4 |

Notes: Refer to Ex. L-F4-CCC-084, Table 8.

Numbers may not add due to rounding.

Table 8
 Continuity of Property, Plant and Equipment - Combined Nuclear Notes - Updated for CEITC Impact (\$M)
Years Ending December 31, 2027 to 2031

Notes:

- 1 For in service amount additions, including the CEITC adjustment, that are equal to or higher than \$50M, the month in which the asset is placed in service is used to determine the gross plant rate base amount, rather than applying a mid year average. This comprises of the following projects for the 2027 to 2031 forecast years:

| Line No. | Allocated Project | Project Number | Prescribed Facility Category | Reference | In-Service Date | In-Service Amount Addition | CEITC Adjustment ³ | In-Service Amount Addition Including CEITC Adjustment | First Year Weighting in Months |
|----------|----------------------------------------------------------------|----------------|---------------------------------|-----------------|-----------------|----------------------------|-------------------------------|-------------------------------------------------------|--------------------------------|
| 1 | DN Vacuum Building Outage Power Operated Valves Replacement | 84552 | Darlington NGS | D2-1-3_Table 1c | 1-Dec-27 | 50.8 | 0.0 | 50.8 | 1 |
| 2 | Tritium Removal Facility Major Component Replacement Program | 84764 | Darlington NGS | D2-1-3_Table 1c | 1-Dec-27 | 52.5 | 0.0 | 52.5 | 1 |
| 3 | DN Unit 2 and 3 Steam Generator Moisture Separator Replacement | 87151 | Darlington NGS | D2-1-3_Table 1c | 1-Dec-27 | 122.1 | (8.4) | 113.8 | 1 |
| 4 | DN Unit 2 Turbine Control & Auxiliary Systems Upgrade | 83664 | Darlington NGS | D2-1-3_Table 1a | 1-Jan-28 | 177.2 | (3.4) | 173.8 | 12 |
| 5 | DN Unit 1 and 2 Generator Stator Rewind | 89281 | Darlington NGS | D2-1-3_Table 1c | 1-May-28 | 159.3 | (3.2) | 156.1 | 8 |
| 6 | DN Turbine Rotors Replacements | 87807 | Darlington NGS | D2-1-3_Table 1c | 1-Dec-29 | 625.0 | (23.3) | 601.8 | 1 |
| 7 | Tritium Removal Facility Major Component Replacement Program | 84764 | Darlington NGS | D2-1-3_Table 1c | 1-Jul-30 | 105.1 | 0.0 | 105.1 | 6 |
| 8 | DN Turbine Rotors Replacements | 87807 | Darlington NGS | D2-1-3_Table 1c | 1-Dec-30 | 533.9 | (36.8) | 497.1 | 1 |
| 9 | DN Unit 1 and 2 Generator Stator Rewind | 89281 | Darlington NGS | D2-1-3_Table 1c | 1-Dec-30 | 146.8 | (14.1) | 132.7 | 1 |
| 10 | DN Turbine Rotors Replacements | 87807 | Darlington NGS | D2-1-3_Table 1c | 1-Jul-31 | 533.8 | (45.3) | 488.5 | 6 |
| 11 | Pickering Water Treatment Plant Lease | 89732 | Pickering NGS | D2-1-3_Table 4b | 31-Mar-30 | 98.2 | 0.0 | 98.2 | 9 |
| 12 | Unit Refurbishment - Unit 5 | Various | Pickering Refurbishment Program | D2-3-8_Table 2 | 15-May-31 | 8,474.1 | (879.3) | 7,594.8 | 7.5 |
| 13 | Deep Water Intake | Various | Pickering Refurbishment Program | D2-3-8_Table 2 | 15-May-31 | 1,213.9 | (126.0) | 1,087.9 | 7.5 |
| 14 | DNNP Unit 1 & Common Scope Facilities | Various | Darlington New Nuclear Program | D2-4-8_Table 3 | 17-Oct-30 | 6,584.9 | (649.5) | 5,935.4 | 2.5 |

- 2 Includes Engineering, Advanced Inspection Maintenance (previously Inspection and Reactor Innovation), and Security & Emergency Services.
- 3 Amounts reflect the forecasted CEITC credited to rate base in the associated year for the corresponding project.
- 4 Reflects assumed CEITC in respect of Darlington Unit 4. OPG has asked for a Ministerial direction to confirm the eligibility of Darlington Unit 4 for CEITC.

Table 9 (Two Pages)
 Continuity of Accumulated Depreciation and Amortization - Combined Nuclear - Updated for CEITC Impact (\$M)
 Years Ending December 31, 2027 to 2031

| Line No. | Prescribed Facility Category | Opening Balance | Depreciation and Amortization on Opening Balance | Depreciation and Amortization on In-Service Additions | CEITC Adjustment Depreciation and Amortization on cols. (b) and (c) | Retirements, Transfers & Adjustments | (a)+(b)+(c)+(d)+(e) Closing Balance | (a+f)/2 Accumulated Depreciation and Amortization Rate Base Amount |
|----------|------------------------------------------------------------------|-----------------|--------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------|-------------------------------------|--------------------------------------------------------------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | 2027 Plan: | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 1 | Darlington NGS (excluding DRP) | 1,364.8 | 162.5 | 16.0 | (0.1) | 0.0 | 1,543.3 | 1,454.0 |
| 2 | Darlington Refurbishment Program (excluding D2O Storage) | 1,800.6 | 398.5 | 0.0 | (4.9) | 0.0 | 2,194.2 | 1,997.4 |
| 3 | Heavy Water Storage Facility (D2O Storage) | 83.3 | 12.0 | 0.0 | 0.0 | 0.0 | 95.3 | 89.3 |
| 4 | Subtotal Darlington NGS | 3,248.7 | 573.0 | 16.0 | (5.0) | 0.0 | 3,832.8 | 3,540.7 |
| | Pickering NGS: | | | | | | | |
| 5 | Pickering NGS (excluding PRP) | 2,668.8 | 18.0 | 3.6 | 0.0 | 0.0 | 2,690.3 | 2,679.6 |
| 6 | Pickering Refurbishment Project | 1.2 | 3.6 | 0.2 | (0.0) | 0.0 | 5.0 | 3.1 |
| 7 | Subtotal Pickering NGS | 2,670.0 | 21.6 | 3.8 | (0.0) | 0.0 | 2,695.4 | 2,682.7 |
| 8 | Operations and Project Support ¹ | 542.6 | 36.4 | 1.1 | 0.0 | 0.0 | 580.1 | 561.3 |
| 9 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 6,461.3 | 631.0 | 21.0 | (5.0) | 0.0 | 7,108.3 | 6,784.8 |
| 10 | Asset Retirement Costs | 2,605.4 | 11.3 | 0.0 | 0.0 | 0.0 | 2,616.8 | 2,611.1 |
| 11 | Total | 9,066.7 | 642.3 | 21.0 | (5.0) | 0.0 | 9,725.0 | 9,395.9 |
| | DNNP Facilities | | | | | | | |
| 12 | Darlington New Nuclear Program | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | 2028 Plan: | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 13 | Darlington NGS (excluding DRP) | 1,543.3 | 198.2 | 21.4 | (0.9) | 0.0 | 1,762.0 | 1,652.6 |
| 14 | Darlington Refurbishment Program (excluding D2O Storage) | 2,194.2 | 398.5 | 0.0 | (9.7) | 0.0 | 2,583.0 | 2,388.6 |
| 15 | Heavy Water Storage Facility (D2O Storage) | 95.3 | 12.0 | 0.0 | 0.0 | 0.0 | 107.3 | 101.3 |
| 16 | Subtotal Darlington NGS | 3,832.8 | 608.7 | 21.4 | (10.6) | 0.0 | 4,452.2 | 4,142.5 |
| | Pickering NGS: | | | | | | | |
| 17 | Pickering NGS (excluding PRP) | 2,690.3 | 23.9 | 2.7 | 0.0 | 0.0 | 2,716.9 | 2,703.6 |
| 18 | Pickering Refurbishment Project | 5.0 | 4.1 | 0.0 | (0.0) | 0.0 | 9.1 | 7.1 |
| 19 | Subtotal Pickering NGS | 2,695.4 | 28.0 | 2.7 | (0.0) | 0.0 | 2,726.0 | 2,710.7 |
| 20 | Operations and Project Support ¹ | 580.1 | 35.2 | 1.3 | 0.0 | 0.0 | 616.5 | 598.3 |
| 21 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 7,108.3 | 671.8 | 25.3 | (10.6) | 0.0 | 7,794.8 | 7,451.5 |
| 22 | Asset Retirement Costs | 2,616.8 | 11.3 | 0.0 | 0.0 | 0.0 | 2,628.1 | 2,622.4 |
| 23 | Total | 9,725.0 | 683.2 | 25.3 | (10.6) | 0.0 | 10,422.9 | 10,074.0 |
| | DNNP Facilities | | | | | | | |
| 24 | Darlington New Nuclear Program | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | 2029 Plan: | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 25 | Darlington NGS (excluding DRP) | 1,762.0 | 231.7 | 10.9 | (1.3) | 0.0 | 2,003.3 | 1,882.6 |
| 26 | Darlington Refurbishment Program (excluding D2O Storage) | 2,583.0 | 398.4 | 0.0 | (9.7) | 0.0 | 2,971.6 | 2,777.3 |
| 27 | Heavy Water Storage Facility (D2O Storage) | 107.3 | 12.0 | 0.0 | 0.0 | 0.0 | 119.3 | 113.3 |
| 28 | Subtotal Darlington NGS | 4,452.2 | 642.1 | 10.9 | (11.0) | 0.0 | 5,094.2 | 4,773.2 |
| | Pickering NGS: | | | | | | | |
| 29 | Pickering NGS (excluding PRP) | 2,716.9 | 23.7 | 3.2 | (0.0) | 0.0 | 2,743.8 | 2,730.4 |
| 30 | Pickering Refurbishment Project | 9.1 | 4.1 | 0.0 | (0.0) | 0.0 | 13.1 | 11.1 |
| 31 | Subtotal Pickering NGS | 2,726.0 | 27.7 | 3.2 | (0.0) | 0.0 | 2,756.9 | 2,741.5 |
| 32 | Operations and Project Support ¹ | 616.5 | 33.8 | 1.3 | 0.0 | 0.0 | 651.6 | 634.1 |
| 33 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 7,794.8 | 703.6 | 15.3 | (11.0) | 0.0 | 8,502.7 | 8,148.8 |
| 34 | Asset Retirement Costs | 2,628.1 | 11.3 | 0.0 | 0.0 | 0.0 | 2,639.5 | 2,633.8 |
| 35 | Total | 10,422.9 | 715.0 | 15.3 | (11.0) | 0.0 | 11,142.2 | 10,782.6 |
| | DNNP Facilities | | | | | | | |
| 36 | Darlington New Nuclear Program | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

Table 9 (Two Pages)
 Continuity of Accumulated Depreciation and Amortization - Combined Nuclear - Updated for CEITC Impact (\$M)
 Years Ending December 31, 2027 to 2031

| Line No. | Prescribed Facility Category | Opening Balance | Depreciation and Amortization on Opening Balance | Depreciation and Amortization on In-Service Additions | CEITC Adjustment Depreciation and Amortization on cols. (b) and (c) | Retirements, Transfers & Adjustments | (a)+(b)+(c)+(d)+(e) Closing Balance | (a+f)/2 Accumulated Depreciation and Amortization Rate Base Amount |
|----------|------------------------------------------------------------------|-----------------|--------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------|-------------------------------------|--------------------------------------------------------------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| | 2030 Plan: | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 37 | Darlington NGS (excluding DRP) | 2,003.3 | 271.7 | 12.1 | (2.5) | 0.0 | 2,284.5 | 2,143.9 |
| 38 | Darlington Refurbishment Program (excluding D2O Storage) | 2,971.6 | 398.0 | 0.0 | (9.7) | 0.0 | 3,359.8 | 3,165.7 |
| 39 | Heavy Water Storage Facility (D2O Storage) | 119.3 | 12.0 | 0.0 | 0.0 | 0.0 | 131.3 | 125.3 |
| 40 | Subtotal Darlington NGS | 5,094.2 | 681.7 | 12.1 | (12.3) | 0.0 | 5,775.7 | 5,435.0 |
| | Pickering NGS: | | | | | | | |
| 41 | Pickering NGS (excluding PRP) | 2,743.8 | 27.0 | 7.4 | (0.0) | 0.0 | 2,778.2 | 2,761.0 |
| 42 | Pickering Refurbishment Project | 13.1 | 4.1 | 0.0 | (0.0) | 0.0 | 17.2 | 15.2 |
| 43 | Subtotal Pickering NGS | 2,756.9 | 31.1 | 7.4 | (0.0) | 0.0 | 2,795.4 | 2,776.2 |
| 44 | Operations and Project Support¹ | 651.6 | 34.0 | 2.3 | 0.0 | 0.0 | 687.9 | 669.7 |
| 45 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 8,502.7 | 746.8 | 21.7 | (12.3) | 0.0 | 9,258.9 | 8,880.8 |
| 46 | Asset Retirement Costs | 2,639.5 | 11.3 | 0.0 | 0.0 | 0.0 | 2,650.8 | 2,645.1 |
| 47 | Total | 11,142.2 | 758.1 | 21.7 | (12.3) | 0.0 | 11,909.8 | 11,526.0 |
| | DNNP Facilities | | | | | | | |
| 48 | Darlington New Nuclear Program | 0.0 | 0.0 | 22.6 | (2.2) | 0.0 | 20.4 | 10.2 |
| | 2031 Plan: | | | | | | | |
| | OPG Nuclear Facilities | | | | | | | |
| | Darlington NGS: | | | | | | | |
| 49 | Darlington NGS (excluding DRP) | 2,284.5 | 317.3 | 18.8 | (6.0) | 0.0 | 2,614.5 | 2,449.5 |
| 50 | Darlington Refurbishment Program (excluding D2O Storage) | 3,359.8 | 398.0 | 0.0 | (9.7) | 0.0 | 3,748.0 | 3,553.9 |
| 51 | Heavy Water Storage Facility (D2O Storage) | 131.3 | 12.0 | 0.0 | 0.0 | 0.0 | 143.4 | 137.4 |
| 52 | Subtotal Darlington NGS | 5,775.7 | 727.2 | 18.8 | (15.8) | 0.0 | 6,505.9 | 6,140.8 |
| | Pickering NGS: | | | | | | | |
| 53 | Pickering NGS (excluding PRP) | 2,778.2 | 38.2 | 3.5 | (0.1) | 0.0 | 2,819.8 | 2,799.0 |
| 54 | Pickering Refurbishment Project | 17.2 | 4.1 | 152.6 | (15.7) | 0.0 | 158.2 | 87.7 |
| 55 | Subtotal Pickering NGS | 2,795.4 | 42.2 | 156.1 | (15.8) | 0.0 | 2,978.0 | 2,886.7 |
| 56 | Operations and Project Support¹ | 687.9 | 35.1 | 1.8 | 0.0 | 0.0 | 724.8 | 706.3 |
| 57 | OPG Nuclear Facilities - Excluding Asset Retirement Costs | 9,258.9 | 804.6 | 176.7 | (31.6) | 0.0 | 10,208.6 | 9,733.8 |
| 58 | Asset Retirement Costs | 2,650.8 | 11.3 | 0.0 | 0.0 | 0.0 | 2,662.2 | 2,656.5 |
| 59 | Total | 11,909.8 | 815.9 | 176.7 | (31.6) | 0.0 | 12,870.8 | 12,390.3 |
| | DNNP Facilities | | | | | | | |
| 60 | Darlington New Nuclear Program | 20.4 | 109.7 | 0.0 | (10.8) | 0.0 | 119.3 | 69.9 |

Notes:
 1 Includes Engineering, Advanced Inspection Maintenance (previously Inspection and Reactor Innovation), and Security & Emergency Services.

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 10

Table 10
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Capitalization and Cost of Capital - OPG
 Calendar Year Ending December 31, 2031

| Line No. | Capitalization | Note | Principal (\$M) | Component (%) | Cost Rate (%) | Cost of Capital (\$M) |
|----------|-----------------------------------------------------------------------------|------|-----------------|---------------|---------------|-----------------------|
| | | | (a) | (b) | (c) | (d) |
| | Capitalization and Return on Capital: | | | | | |
| 1 | Short-term Debt | 1 | 414.3 | 1.2% | 3.39% | 19.9 |
| 2 | Existing/Planned Long-Term Debt | 2 | 11,400.2 | 33.1% | 4.92% | 560.6 |
| 3 | Other Long-Term Debt Provision | 3 | 4,737.0 | 13.7% | 4.92% | 232.9 |
| 4 | Total Debt | 4 | 16,551.5 | 48.0% | 4.91% | 813.4 |
| 5 | EB-2020-0290 Settlement Adjustment for Equity at Long-Term Debt Rate | 7 | 49.6 | 0.1% | 4.92% | 2.4 |
| 5a | Common Equity | 4 | 17,881.2 | 51.9% | 9.11% | 1,629.0 |
| 5b | Total Equity | | 17,930.8 | 52.0% | 9.10% | 1,631.4 |
| 6 | Rate Base Financed by Capital Structure | 5 | 34,482.4 | 100.0% | 7.09% | 2,444.9 |
| 7 | Adjustment for Lesser of UNL or ARC | 5, 6 | 0.0 | 0.0% | 4.72% | 0.0 |
| 8 | Rate Base | | 34,482.4 | 100.0% | 7.09% | 2,444.9 |

Notes:

- 1 Ex. C1-1-3, Table 2: Principal (line 7), Cost Rate (line 2), Cost of Capital (line 8). Cost includes interest at the cost rate shown plus an allocation of the credit facility cost.
- 2 Ex. L-F4-CCC-084, Table 23, line 38.
- 3 Debt required to balance capital structure with proposed rate base. Cost rate is the same cost rate used for Existing/Planned Long-Term Debt (line 2). See Ex. C1-1-2, Section 5.0.
- 4 Capital Structure proposed in Ex. C1-1-1, Att. 1. Return on Equity reflects the last Cost of Capital Parameter Update published by the OEB (October 31, 2025).
- 5 The portion of rate base to be financed by the capital structure approved by the OEB excludes the lesser of the forecast of the average unfunded nuclear liabilities (UNL) related to Pickering and Darlington, and the average unamortized asset retirement costs (ARC) included in fixed asset balances for Pickering and Darlington.
- 6 Principal from Ex. C2-1-1 Table 2, line 28. Cost rate from Ex. C2-1-1, Table 1b, line 5n, col (d).
- 7 Represents the portion of rate base financed by common equity that is subject to return at the long-term debt rate until the end of 2036 per the EB-2020-0290 settlement proposal approved by the OEB (EB-2020-0290 Decision and Order, Schedule A, P. 23).

Table 11
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Capitalization and Cost of Capital - OPG
Calendar Year Ending December 31, 2030

| Line No. | Capitalization | Note | Principal (\$M) | Component (%) | Cost Rate (%) | Cost of Capital (\$M) |
|----------|----------------------------------------------------------------------|------|-----------------|---------------|---------------|-----------------------|
| | | | (a) | (b) | (c) | (d) |
| | Capitalization and Return on Capital: | | | | | |
| 1 | Short-term Debt | 1 | 414.3 | 1.5% | 3.22% | 19.2 |
| 2 | Existing/Planned Long-Term Debt | 2 | 11,141.5 | 39.9% | 4.91% | 547.2 |
| 3 | Other Long-Term Debt Provision | 3 | 1,849.7 | 6.6% | 4.91% | 90.8 |
| 4 | Total Debt | 4 | 13,405.5 | 48.0% | 4.90% | 657.2 |
| 5 | EB-2020-0290 Settlement Adjustment for Equity at Long-Term Debt Rate | 7 | 53.9 | 0.2% | 4.91% | 2.6 |
| 5a | Common Equity | 4 | 14,468.7 | 51.8% | 9.11% | 1318.1 |
| 5b | Total Equity | | 14,522.6 | 52.0% | 9.09% | 1,320.7 |
| 6 | Rate Base Financed by Capital Structure | 5 | 27,928.1 | 100.0% | 7.08% | 1,978.0 |
| 7 | Adjustment for Lesser of UNL or ARC | 5, 6 | 0.0 | 0.0% | 4.72% | 0.0 |
| 8 | Rate Base | | 27,928.1 | 100.0% | 7.08% | 1,978.0 |

Notes:

- Ex. C1-1-3 Table 2: Principal (line 7), Cost Rate (line 2), Cost of Capital (line 8). Cost includes interest at the cost rate shown plus an allocation of the credit facility cost.
- Ex. L-F4-CCC-084, Table 21, line 38.
- Debt required to balance capital structure with proposed rate base. Cost rate is the same cost rate used for Existing/Planned Long-Term Debt (line 2). See Ex. C1-1-2, Section 5.0.
- Capital Structure proposed in Ex. C1-1-1, Att. 1. Return on Equity reflects the last Cost of Capital Parameter Update published by the OEB (October 31, 2025).
- The portion of rate base to be financed by the capital structure approved by the OEB excludes the lesser of the forecast of the average unfunded nuclear liabilities (UNL) related to Pickering and Darlington, and the average unamortized asset retirement costs (ARC) included in fixed asset balances for Pickering and Darlington.
- Principal from Ex. C2-1-1 Table 2, line 28. Cost rate from Ex. C2-1-1, Table 1b, line 5n, col (d).
- Represents the portion of rate base financed by common equity that is subject to return at the long-term debt rate until the end of 2036 per the EB-2020-0290 settlement proposal approved by the OEB (EB-2020-0290 Decision and Order, Schedule A, P. 23).

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 12

Table 12
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Capitalization and Cost of Capital - OPG
 Calendar Year Ending December 31, 2029

| Line No. | Capitalization | Note | Principal (\$M) | Component (%) | Cost Rate (%) | Cost of Capital (\$M) |
|----------|-----------------------------------------------------------------------------|------|-----------------|---------------|---------------|-----------------------|
| | | | (a) | (b) | (c) | (d) |
| | Capitalization and Return on Capital: | | | | | |
| 1 | Short-term Debt | 1 | 414.3 | 1.6% | 3.07% | 20.1 |
| 2 | Existing/Planned Long-Term Debt | 2 | 9,834.2 | 36.8% | 4.86% | 478.1 |
| 3 | Other Long-Term Debt Provision | 3 | 2,576.7 | 9.6% | 4.86% | 125.3 |
| 4 | Total Debt | 4 | 12,825.3 | 48.0% | 4.86% | 623.4 |
| 5 | EB-2020-0290 Settlement Adjustment for Equity at Long-Term Debt Rate | 7 | 59.6 | 0.2% | 4.86% | 2.9 |
| 5a | Common Equity | 4 | 13,834.4 | 51.8% | 9.11% | 1,260.3 |
| 5b | Total Equity | | 13,894.0 | 52.0% | 9.09% | 1,263.2 |
| 6 | Rate Base Financed by Capital Structure | 5 | 26,719.3 | 100.0% | 7.06% | 1,886.6 |
| 7 | Adjustment for Lesser of UNL or ARC | 5, 6 | 0.0 | 0.0% | 4.72% | 0.0 |
| 8 | Rate Base | | 26,719.3 | 100.0% | 7.06% | 1,886.6 |

Notes:

- Ex. C1-1-3 Table 2: Principal (line 7), Cost Rate (line 2), Cost of Capital (line 8). Cost includes interest at the cost rate shown plus an allocation of the credit facility cost.
- Ex. L-F4-CCC-084, Table 19, line 37.
- Debt required to balance capital structure with proposed rate base. Cost rate is the same cost rate used for Existing/Planned Long-Term Debt (line 2). See Ex. C1-1-2, Section 5.0.
- Capital Structure proposed in Ex. C1-1-1, Att. 1. Return on Equity reflects the last Cost of Capital Parameter Update published by the OEB (October 31, 2025).
- The portion of rate base to be financed by the capital structure approved by the OEB excludes the lesser of the forecast of the average unfunded nuclear liabilities (UNL) related to Pickering and Darlington, and the average unamortized asset retirement costs (ARC) included in fixed asset balances for Pickering and Darlington.
- Principal from Ex. C2-1-1 Table 2, line 28. Cost rate from Ex. C2-1-1, Table 1b, line 5n, col (d).
- Represents the portion of rate base financed by common equity that is subject to return at the long-term debt rate until the end of 2036 per the EB-2020-0290 settlement proposal approved by the OEB (EB-2020-0290 Decision and Order, Schedule A, P. 23).

Numbers may not add due to rounding.

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 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 13

Table 13
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Capitalization and Cost of Capital - OPG
 Calendar Year Ending December 31, 2028

| Line No. | Capitalization | Note | Principal (\$M) | Component (%) | Cost Rate (%) | Cost of Capital (\$M) |
|----------|----------------------------------------------------------------------|------|-----------------|---------------|---------------|-----------------------|
| | | | (a) | (b) | (c) | (d) |
| | Capitalization and Return on Capital: | | | | | |
| 1 | Short-term Debt | 1 | 414.3 | 1.6% | 2.93% | 19.5 |
| 2 | Existing/Planned Long-Term Debt | 2 | 7,783.0 | 30.3% | 4.75% | 370.0 |
| 3 | Other Long-Term Debt Provision | 3 | 4,135.9 | 16.1% | 4.75% | 196.6 |
| 4 | Total Debt | 4 | 12,333.2 | 48.0% | 4.75% | 586.1 |
| 5 | EB-2020-0290 Settlement Adjustment for Equity at Long-Term Debt Rate | 7 | 66.1 | 0.3% | 4.75% | 3.1 |
| 5a | Common Equity | 4 | 13,294.8 | 51.7% | 9.11% | 1,211.2 |
| 5b | Total Equity | | 13,360.9 | 52.0% | 9.09% | 1,214.3 |
| 6 | Rate Base Financed by Capital Structure | 5 | 25,694.1 | 99.9% | 7.01% | 1,800.4 |
| 7 | Adjustment for Lesser of UNL or ARC | 5, 6 | 23.0 | 0.1% | 4.72% | 1.1 |
| 8 | Rate Base | | 25,717.1 | 100.0% | 7.01% | 1,801.5 |

Notes:

- Ex. C1-1-3 Table 2: Principal (line 7), Cost Rate (line 2), Cost of Capital (line 8). Cost includes interest at the cost rate shown plus an allocation of the credit facility cost.
- Ex. L-F4-CCC-084, Table 17, line 33.
- Debt required to balance capital structure with proposed rate base. Cost rate is the same cost rate used for Existing/Planned Long-Term Debt (line 2). See Ex. C1-1-2, Section 5.0.
- Capital Structure proposed in Ex. C1-1-1, Att. 1. Return on Equity reflects the last Cost of Capital Parameter Update published by the OEB (October 25, 2025).
- The portion of rate base to be financed by the capital structure approved by the OEB excludes the lesser of the forecast of the average unfunded nuclear liabilities (UNL) related to Pickering and Darlington, and the average unamortized asset retirement costs (ARC) included in fixed asset balances for Pickering and Darlington.
- Principal from Ex. C2-1-1 Table 2, line 28. Cost rate from Ex. C2-1-1, Table 1b, line 5n, col (d).
- Represents the portion of rate base financed by common equity that is subject to return at the long-term debt rate until the end of 2036 per the EB-2020-0290 settlement proposal approved by the OEB (EB-2020-0290 Decision and Order, Schedule A, P. 23).

Numbers may not add due to rounding.

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 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 14

Table 14
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Capitalization and Cost of Capital - OPG
 Calendar Year Ending December 31, 2027

| Line No. | Capitalization | Note | Principal (\$M) | Component (%) | Cost Rate (%) | Cost of Capital (\$M) |
|----------|----------------------------------------------------------------------|------|-----------------|---------------|---------------|-----------------------|
| | | | (a) | (b) | (c) | (d) |
| | Capitalization and Return on Capital: | | | | | |
| 1 | Short-term Debt | 1 | 414.3 | 1.7% | 2.79% | 21.0 |
| 2 | Existing/Planned Long-Term Debt | 2 | 6,292.1 | 25.5% | 4.56% | 287.1 |
| 3 | Other Long-Term Debt Provision | 3 | 5,144.4 | 20.8% | 4.56% | 234.7 |
| 4 | Total Debt | 4 | 11,850.9 | 48.0% | 4.58% | 542.7 |
| 5 | EB-2020-0290 Settlement Adjustment for Equity at Long-Term Debt Rate | 7 | 73.9 | 0.3% | 4.56% | 3.4 |
| 5a | Common Equity | 4 | 12,764.5 | 51.7% | 9.11% | 1,162.8 |
| 5b | Total Equity | | 12,838.4 | 52.0% | 9.08% | 1,166.2 |
| 6 | Rate Base Financed by Capital Structure | 5 | 24,689.3 | 99.6% | 6.92% | 1,709.0 |
| 7 | Adjustment for Lesser of UNL or ARC | 5, 6 | 100.1 | 0.4% | 4.72% | 4.7 |
| 8 | Rate Base | | 24,789.4 | 100.0% | 6.91% | 1,713.7 |

Notes:

- 1 Ex. C1-1-3 Table 2: Principal (line 7), Cost Rate (line 2), Cost of Capital (line 8). Cost includes interest at the cost rate shown plus an allocation of the credit facility cost.
- 2 Ex. L-F4-CCC-084, Table 15, line 31.
- 3 Debt required to balance capital structure with proposed rate base. Cost rate is the same cost rate used for Existing/Planned Long-Term Debt (line 2). See Ex. C1-1-2, Section 5.0.
- 4 Capital Structure proposed in Ex. C1-1-1, Att. 1. Return on Equity reflects the last Cost of Capital Parameter Update published by the OEB (October 31, 2025).
- 5 The portion of rate base to be financed by the capital structure approved by the OEB excludes the lesser of the forecast of the average unfunded nuclear liabilities (UNL) related to Pickering and Darlington, and the average unamortized asset retirement costs (ARC) included in fixed asset balances for Pickering and Darlington.
- 6 Principal from Ex. C2-1-1 Table 2, line 28. Cost rate from Ex. C2-1-1, Table 1b, line 5n, col (d).
- 7 Represents the portion of rate base financed by common equity that is subject to return at the long-term debt rate until the end of 2036 per the EB-2020-0290 settlement proposal approved by the OEB (EB-2020-0290 Decision and Order, Schedule A, P. 23).

Numbers may not add due to rounding.

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 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 15

Table 15
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Existing and Planned Long-Term Debt - OPG (\$M)
Outstanding During Calendar Year Ending Dec. 31, 2027

| Line No. | Issue | Note | Weighted Principal* (\$M) | Issue Date | Duration (years) | Maturity Date | Effective Rate (%) | Annual Cost (\$M) |
|------------------------------------------------------------|--------------|------|---------------------------|------------|------------------|---------------|--------------------|-------------------|
| | | | (a) | (b) | (c) | (d) | (e) | (f) |
| Company-Wide Borrowing | | | | | | | | |
| Issues 1 to 25, 29, 39 Mature Prior to 2027 | | | | | | | | |
| 1 | Issue 26 | | 150.0 | 3/22/2011 | 30.0 | 3/22/2041 | 5.40% | 8.1 |
| 2 | Issue 27 | | 150.0 | 9/22/2011 | 30.0 | 9/22/2041 | 4.74% | 7.1 |
| 3 | Issue 28 | | 200.0 | 3/22/2012 | 30.0 | 3/22/2042 | 4.36% | 8.7 |
| 4 | Issue 30 | | 50.0 | 11/22/2016 | 30.0 | 11/22/2046 | 4.03% | 2.0 |
| 5 | Issue 31 | | 200.0 | 2/22/2017 | 30.0 | 2/22/2047 | 4.12% | 8.2 |
| 6 | Issue 32 | | 100.0 | 6/22/2017 | 30.0 | 6/22/2047 | 3.65% | 3.6 |
| 7 | Issue 33 | | 100.0 | 8/22/2017 | 30.0 | 8/22/2047 | 3.86% | 3.9 |
| 8 | Issue 34 | | 400.0 | 9/22/2017 | 30.0 | 9/22/2047 | 4.07% | 16.3 |
| 9 | Issue 35 | 6 | 376.8 | 10/2/2017 | 10.0 | 10/4/2027 | 3.43% | 12.9 |
| 10 | Issue 36 | | 200.0 | 1/22/2018 | 30.0 | 1/22/2048 | 3.87% | 7.7 |
| 11 | Issue 37 | | 400.0 | 3/22/2018 | 30.0 | 3/22/2048 | 4.00% | 16.0 |
| 12 | Issue 38 | | 100.0 | 8/22/2019 | 20.0 | 8/22/2039 | 3.49% | 3.5 |
| 13 | Issue 40 | 1, 9 | 392.0 | 3/15/2027 | 10.0 | 3/15/2037 | 4.84% | 19.0 |
| 14 | Issue 41 | 2, 9 | 392.0 | 3/15/2027 | 30.0 | 3/15/2057 | 5.41% | 21.2 |
| 15 | Issue 42 | 3, 9 | 145.0 | 9/15/2027 | 10.0 | 9/15/2037 | 4.89% | 7.1 |
| 16 | Issue 43 | 4, 9 | 145.0 | 9/15/2027 | 30.0 | 9/15/2057 | 5.45% | 7.9 |
| 17 | Total | | 3,500.7 | | | | 4.38% | 153.3 |
| Regulated Portion of Company-Wide Borrowing | | | | | | | | |
| 18 | Allocation | 8 | 3,257.7 | | | | 4.38% | 142.6 |
| Project Financing - Regulated Projects | | | | | | | | |
| Niagara 1 to 24 and ILB 1 to 4 Mature Prior to 2027 | | | | | | | | |
| 19 | Green Bond 1 | | 417.1 | 6/22/2018 | 30.0 | 6/22/2048 | 3.92% | 16.3 |
| 20 | Green Bond 2 | | 0.4 | 1/18/2019 | 30.0 | 1/18/2049 | 4.34% | 0.0 |
| 21 | Green Bond 3 | | 297.9 | 7/18/2022 | 10.0 | 7/19/2032 | 5.08% | 15.1 |
| 22 | ILB 5 | 7 | 0.3 | 1/5/2022 | 5.0 | 1/5/2027 | 6.34% | 0.0 |
| 23 | ILB 6 | 5 | 24.7 | 1/5/2027 | 5.0 | 1/5/2032 | 7.08% | 1.8 |
| 24 | Green Bond 4 | | 496.7 | 6/28/2024 | 10.0 | 6/28/2034 | 4.98% | 24.7 |
| 25 | Green Bond 5 | | 491.0 | 6/28/2024 | 30.0 | 6/28/2054 | 5.17% | 25.4 |
| 26 | Green Bond 6 | | 209.0 | 9/11/2024 | 9.8 | 6/28/2034 | 4.43% | 9.3 |
| 27 | Green Bond 7 | | 104.1 | 9/11/2024 | 29.8 | 6/28/2054 | 4.85% | 5.1 |
| 28 | Green Bond 8 | | 496.8 | 3/13/2025 | 10.0 | 3/13/2035 | 4.45% | 22.1 |
| 29 | Green Bond 9 | | 496.3 | 3/13/2025 | 30.0 | 3/13/2055 | 4.97% | 24.7 |
| 30 | Total | | 3,034.4 | | | | 4.76% | 144.4 |
| Total Regulated Funded Long-Term Debt | | | | | | | | |
| 31 | Line 18+30 | | 6,292.1 | | | | 4.56% | 287.1 |

See Ex. L-F4-CCC-084, Table 16 for notes

* For debt issues that are issued or mature during the year the face value is reduced to reflect only that portion of the year the debt issue is financing the rate base.

Numbers may not add due to rounding.

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 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 16

Table 16
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Existing and Planned Long-Term Debt - OPG (\$M)
 Outstanding During Calendar Year Ending Dec. 31, 2027
Notes to Ex. L-F4-CCC-084, Table 15

| | Issue | Issue Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
|--------|----------|---------------|------------------|----------------|--------------------------|
| Note 1 | Issue 40 | 3/15/2027 | 490.0 | 292.0 | 392.0 |
| Note 2 | Issue 41 | 3/15/2027 | 490.0 | 292.0 | 392.0 |
| Note 3 | Issue 42 | 9/15/2027 | 490.0 | 108.0 | 145.0 |
| Note 4 | Issue 43 | 9/15/2027 | 490.0 | 108.0 | 145.0 |
| Note 5 | ILB 6 | 1/5/2027 | 25.0 | 361.0 | 24.7 |
| | Issue | Maturity Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
| Note 6 | Issue 35 | 10/4/2027 | 496.5 | 277.0 | 376.8 |
| Note 7 | ILB 5 | 1/5/2027 | 25.0 | 5.0 | 0.3 |
| | | | | | |
| | | | | | |

Note 8 Allocation ratio as per Ex. C1-1-2 Table 1, line 13, col (e).

Note 9 Future issue rate reference Bloomberg (Nov 21, 2025).

| Issue 40 | GOC & OPG Spread | |
|----------|------------------|-------|
| | GOC Q1-27 | 3.37% |
| | OPG Spread | 1.35% |
| | Issuance Cost | 0.12% |
| | Effective Rate | 4.84% |

| Issue 41 | GOC & OPG Spread | |
|----------|------------------|-------|
| | GOC Q1-27 | 3.71% |
| | OPG Spread | 1.60% |
| | Issuance Cost | 0.10% |
| | Effective Rate | 5.41% |

| Issue 42 | GOC & OPG Spread | |
|----------|------------------|-------|
| | GOC Q3-27 | 3.42% |
| | OPG Spread | 1.35% |
| | Issuance Cost | 0.12% |
| | Effective Rate | 4.89% |

| Issue 43 | GOC & OPG Spread | |
|----------|------------------|-------|
| | GOC Q3-27 | 3.75% |
| | OPG Spread | 1.60% |
| | Issuance Cost | 0.10% |
| | Effective Rate | 5.45% |

Table 17
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Existing and Planned Long-Term Debt - OPG (\$M)
 Outstanding During Calendar Year Ending Dec. 31, 2028

| Line No. | Issue | Note | Weighted Principal* (\$M) | Issue Date | Duration (years) | Maturity Date | Effective Rate (%) | Annual Cost (\$M) |
|------------------------------------------------------------|--------------|------|---------------------------|------------|------------------|---------------|--------------------|-------------------|
| | | | (a) | (b) | (c) | (d) | (e) | (f) |
| Company-Wide Borrowing | | | | | | | | |
| Issues 1 to 25, 29, 35, 39 Mature Prior to 2028 | | | | | | | | |
| 1 | Issue 26 | | 150.0 | 3/22/2011 | 30.0 | 3/22/2041 | 5.40% | 8.1 |
| 2 | Issue 27 | | 150.0 | 9/22/2011 | 30.0 | 9/22/2041 | 4.74% | 7.1 |
| 3 | Issue 28 | | 200.0 | 3/22/2012 | 30.0 | 3/22/2042 | 4.36% | 8.7 |
| 4 | Issue 30 | | 50.0 | 11/22/2016 | 30.0 | 11/22/2046 | 4.03% | 2.0 |
| 5 | Issue 31 | | 200.0 | 2/22/2017 | 30.0 | 2/22/2047 | 4.12% | 8.2 |
| 6 | Issue 32 | | 100.0 | 6/22/2017 | 30.0 | 6/22/2047 | 3.65% | 3.6 |
| 7 | Issue 33 | | 100.0 | 8/22/2017 | 30.0 | 8/22/2047 | 3.86% | 3.9 |
| 8 | Issue 34 | | 400.0 | 9/22/2017 | 30.0 | 9/22/2047 | 4.07% | 16.3 |
| 9 | Issue 36 | | 200.0 | 1/22/2018 | 30.0 | 1/22/2048 | 3.87% | 7.7 |
| 10 | Issue 37 | | 400.0 | 3/22/2018 | 30.0 | 3/22/2048 | 4.00% | 16.0 |
| 11 | Issue 38 | | 100.0 | 8/22/2019 | 20.0 | 8/22/2039 | 3.49% | 3.5 |
| 12 | Issue 40 | | 490.0 | 3/15/2027 | 10.0 | 3/15/2037 | 4.84% | 23.7 |
| 13 | Issue 41 | | 490.0 | 3/15/2027 | 30.0 | 3/15/2057 | 5.41% | 26.5 |
| 14 | Issue 42 | | 490.0 | 9/15/2027 | 10.0 | 9/15/2037 | 4.89% | 24.0 |
| 15 | Issue 43 | | 490.0 | 9/15/2027 | 30.0 | 9/15/2057 | 5.45% | 26.7 |
| 16 | Issue 44 | 1, 6 | 398.9 | 3/15/2028 | 10.0 | 3/15/2038 | 4.89% | 19.5 |
| 17 | Issue 45 | 2, 6 | 398.9 | 3/15/2028 | 30.0 | 3/15/2058 | 5.35% | 21.3 |
| 18 | Issue 46 | 3, 6 | 147.5 | 9/15/2028 | 10.0 | 9/15/2038 | 5.03% | 7.4 |
| 19 | Issue 47 | 4, 6 | 147.5 | 9/15/2028 | 30.0 | 9/15/2058 | 5.48% | 8.1 |
| 20 | Total | | 5,102.9 | | | | 4.75% | 242.4 |
| Regulated Portion of Company-Wide Borrowing | | | | | | | | |
| 21 | Allocation | 5 | 4,748.6 | | | | 4.75% | 225.6 |
| Project Financing - Regulated Projects | | | | | | | | |
| Niagara 1 to 24 and ILB 1 to 5 Mature Prior to 2028 | | | | | | | | |
| 22 | Green Bond 1 | | 417.1 | 6/22/2018 | 29.9 | 6/22/2048 | 3.92% | 16.3 |
| 23 | Green Bond 2 | | 0.4 | 1/18/2019 | 29.9 | 1/18/2049 | 4.34% | 0.0 |
| 24 | Green Bond 3 | | 297.9 | 7/18/2022 | 10.0 | 7/19/2032 | 5.08% | 15.1 |
| 25 | ILB 6 | | 25.0 | 1/5/2027 | 5.0 | 1/5/2032 | 7.08% | 1.8 |
| 26 | Green Bond 4 | | 496.7 | 6/28/2024 | 10.0 | 6/28/2034 | 4.98% | 24.7 |
| 27 | Green Bond 5 | | 491.0 | 6/28/2024 | 29.9 | 6/28/2054 | 5.17% | 25.4 |
| 28 | Green Bond 6 | | 209.0 | 9/11/2024 | 9.8 | 6/28/2034 | 4.43% | 9.3 |
| 29 | Green Bond 7 | | 104.1 | 9/11/2024 | 29.7 | 6/28/2054 | 4.85% | 5.1 |
| 30 | Green Bond 8 | | 496.8 | 3/13/2025 | 10.0 | 3/13/2035 | 4.45% | 22.1 |
| 31 | Green Bond 9 | | 496.3 | 3/13/2025 | 29.9 | 3/13/2055 | 4.97% | 24.7 |
| 32 | Total | | 3,034.3 | | | | 4.76% | 144.4 |
| Total Regulated Funded Long-Term Debt | | | | | | | | |
| 33 | Line 20+32 | | 7,783.0 | | | | 4.75% | 370.0 |

See Ex. L-F4-CCC-084, Table 18 for notes

* For debt issues that are issued or mature during the year the face value is reduced to reflect only that portion of the year the debt issue is financing the rate base.

Numbers may not add due to rounding.

Filed: 2026-04-24
 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 18

Table 18
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Existing and Planned Long-Term Debt - OPG (\$M)
 Outstanding During Calendar Year Ending Dec. 31, 2028
Notes to Ex. L-F4-CCC-084, Table 17

| | Issue | Issue Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
|--------|----------|---------------|------------------|----------------|--------------------------|
| Note 1 | Issue 44 | 3/15/2028 | 500 | 292 | 398.9 |
| Note 2 | Issue 45 | 3/15/2028 | 500 | 292 | 398.9 |
| Note 3 | Issue 46 | 9/15/2028 | 500 | 108 | 147.5 |
| Note 4 | Issue 47 | 9/15/2028 | 500 | 108 | 147.5 |
| | | | | | |
| | Issue | Maturity Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
| | | | | | |

Note 5 Allocation ratio as per Ex. C1-1-2 Table 1, line 13, col (e).

Note 6 Future issue rate reference Bloomberg (Nov 21, 2025).

| | | |
|----------|------------------|-------|
| Issue 44 | GOC & OPG Spread | |
| | GOC Q1-28 | 3.42% |
| | OPG Spread | 1.35% |
| | Issuance Cost | 0.12% |
| | Effective Rate | 4.89% |

| | | |
|----------|------------------|-------|
| Issue 45 | GOC & OPG Spread | |
| | GOC Q1-28 | 3.65% |
| | OPG Spread | 1.60% |
| | Issuance Cost | 0.10% |
| | Effective Rate | 5.35% |

| | | |
|----------|------------------|-------|
| Issue 46 | GOC & OPG Spread | |
| | GOC Q3-28 | 3.56% |
| | OPG Spread | 1.35% |
| | Issuance Cost | 0.12% |
| | Effective Rate | 5.03% |

| | | |
|----------|------------------|-------|
| Issue 47 | GOC & OPG Spread | |
| | GOC Q3-28 | 3.78% |
| | OPG Spread | 1.60% |
| | Issuance Cost | 0.10% |
| | Effective Rate | 5.48% |

Table 19
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Existing and Planned Long-Term Debt - OPG (\$M)
Outstanding During Calendar Year Ending Dec. 31, 2029

| Line No. | Issue | Note | Weighted Principal* (\$M) | Issue Date | Duration (years) | Maturity Date | Effective Rate (%) | Annual Cost (\$M) |
|-------------------------------------------------------------|--------------|------|---------------------------|------------|------------------|---------------|--------------------|-------------------|
| | | | (a) | (b) | (c) | (d) | (e) | (f) |
| Company-Wide Borrowing | | | | | | | | |
| Issues 1 to 25, 29, 35, 39 Mature Prior to 2029 | | | | | | | | |
| 1 | Issue 26 | | 150.0 | 3/22/2011 | 30.0 | 3/22/2041 | 5.40% | 8.1 |
| 2 | Issue 27 | | 150.0 | 9/22/2011 | 30.0 | 9/22/2041 | 4.74% | 7.1 |
| 3 | Issue 28 | | 200.0 | 3/22/2012 | 30.0 | 3/22/2042 | 4.36% | 8.7 |
| 4 | Issue 30 | | 50.0 | 11/22/2016 | 30.0 | 11/22/2046 | 4.03% | 2.0 |
| 5 | Issue 31 | | 200.0 | 2/22/2017 | 30.0 | 2/22/2047 | 4.12% | 8.2 |
| 6 | Issue 32 | | 100.0 | 6/22/2017 | 30.0 | 6/22/2047 | 3.65% | 3.6 |
| 7 | Issue 33 | | 100.0 | 8/22/2017 | 30.0 | 8/22/2047 | 3.86% | 3.9 |
| 8 | Issue 34 | | 400.0 | 9/22/2017 | 30.0 | 9/22/2047 | 4.07% | 16.3 |
| 9 | Issue 36 | | 200.0 | 1/22/2018 | 30.0 | 1/22/2048 | 3.87% | 7.7 |
| 10 | Issue 37 | | 400.0 | 3/22/2018 | 30.0 | 3/22/2048 | 4.00% | 16.0 |
| 11 | Issue 38 | | 100.0 | 8/22/2019 | 20.0 | 8/22/2039 | 3.49% | 3.5 |
| 12 | Issue 40 | | 490.0 | 3/15/2027 | 10.0 | 3/15/2037 | 4.84% | 23.7 |
| 13 | Issue 41 | | 490.0 | 3/15/2027 | 30.0 | 3/15/2057 | 5.41% | 26.5 |
| 14 | Issue 42 | | 490.0 | 9/15/2027 | 10.0 | 9/15/2037 | 4.89% | 24.0 |
| 15 | Issue 43 | | 490.0 | 9/15/2027 | 30.0 | 9/15/2057 | 5.45% | 26.7 |
| 16 | Issue 44 | | 500.0 | 3/15/2028 | 10.0 | 3/15/2038 | 4.89% | 24.5 |
| 17 | Issue 45 | | 500.0 | 3/15/2028 | 30.0 | 3/15/2058 | 5.35% | 26.8 |
| 18 | Issue 46 | | 500.0 | 9/15/2028 | 10.0 | 9/15/2038 | 5.03% | 25.2 |
| 19 | Issue 47 | | 500.0 | 9/15/2028 | 30.0 | 9/15/2058 | 5.48% | 27.4 |
| 20 | Issue 48 | 1, 6 | 476.0 | 3/15/2029 | 10.0 | 3/15/2039 | 5.08% | 24.2 |
| 21 | Issue 49 | 2, 6 | 472.0 | 3/15/2029 | 30.0 | 3/15/2059 | 5.50% | 26.0 |
| 22 | Issue 50 | 3, 6 | 174.6 | 9/15/2029 | 10.0 | 9/15/2039 | 5.13% | 9.0 |
| 23 | Issue 51 | 4, 6 | 174.6 | 9/15/2029 | 30.0 | 9/15/2059 | 5.51% | 9.6 |
| 24 | Total | | 7,307.2 | | | | 4.91% | 358.5 |
| Regulated Portion of Company-Wide Borrowing | | | | | | | | |
| 25 | Allocation | 5 | 6,799.8 | | | | 4.91% | 333.6 |
| Project Financing - Regulated Projects | | | | | | | | |
| Niagara 1 to 24, and ILB 1 to 5 Mature Prior to 2029 | | | | | | | | |
| 26 | Green Bond 1 | | 417.1 | 6/22/2018 | 30.0 | 6/22/2048 | 3.92% | 16.3 |
| 27 | Green Bond 2 | | 0.4 | 1/18/2019 | 30.0 | 1/18/2049 | 4.34% | 0.0 |
| 28 | Green Bond 3 | | 297.9 | 7/18/2022 | 10.0 | 7/19/2032 | 5.08% | 15.1 |
| 29 | ILB 6 | | 25.0 | 1/5/2027 | 5.0 | 1/5/2032 | 7.08% | 1.8 |
| 30 | Green Bond 4 | | 496.7 | 6/28/2024 | 10.0 | 6/28/2034 | 4.98% | 24.7 |
| 31 | Green Bond 5 | | 491.0 | 6/28/2024 | 30.0 | 6/28/2054 | 5.17% | 25.4 |
| 32 | Green Bond 6 | | 209.0 | 9/11/2024 | 9.8 | 6/28/2034 | 4.43% | 9.3 |
| 33 | Green Bond 7 | | 104.1 | 9/11/2024 | 29.8 | 6/28/2054 | 4.85% | 5.1 |
| 34 | Green Bond 8 | | 496.8 | 3/13/2025 | 10.0 | 3/13/2035 | 4.45% | 22.1 |
| 35 | Green Bond 9 | | 496.3 | 3/13/2025 | 30.0 | 3/13/2055 | 4.97% | 24.7 |
| 36 | Total | | 3,034.3 | | | | 4.76% | 144.4 |
| Total Regulated Funded Long-Term Debt | | | | | | | | |
| 37 | Line 24+36 | | 9,834.2 | | | | 4.86% | 478.1 |

See Ex. L-F4-CCC-084, Table 20 for notes

* For debt issues that are issued or mature during the year the face value is reduced to reflect only that portion of the year the debt issue is financing the rate base.

Numbers may not add due to rounding.

Filed: 2026-04-24
 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 20

Table 20
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Existing and Planned Long-Term Debt - OPG (\$M)
 Outstanding During Calendar Year Ending Dec. 31, 2029
Notes to Ex. L-F4-CCC-084, Table 19

| | Issue | Issue Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
|--------|----------|---------------|------------------|----------------|--------------------------|
| Note 1 | Issue 48 | 3/15/2029 | 595 | 292 | 476.0 |
| Note 2 | Issue 49 | 3/15/2029 | 590 | 292 | 472.0 |
| Note 3 | Issue 50 | 9/15/2029 | 590 | 108 | 174.6 |
| Note 4 | Issue 51 | 9/15/2029 | 590 | 108 | 174.6 |
| | | | | | |
| | Issue | Maturity Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
| | | | | | |

Note 5 Allocation ratio as per Ex. C1-1-2 Table 1, line 13, col (e).

Note 6 Future issue rate reference Bloomberg (Nov 21, 2025).

Issue 48

| GOC & OPG Spread | |
|------------------|-------|
| GOC Q1-29 | 3.61% |
| OPG Spread | 1.35% |
| Issuance Cost | 0.12% |
| Effective Rate | 5.08% |

Issue 49

| GOC & OPG Spread | |
|------------------|-------|
| GOC Q1-29 | 3.80% |
| OPG Spread | 1.60% |
| Issuance Cost | 0.10% |
| Effective Rate | 5.50% |

Issue 50

| GOC & OPG Spread | |
|------------------|-------|
| GOC Q3-29 | 3.66% |
| OPG Spread | 1.35% |
| Issuance Cost | 0.12% |
| Effective Rate | 5.13% |

Issue 51

| GOC & OPG Spread | |
|------------------|-------|
| GOC Q3-29 | 3.81% |
| OPG Spread | 1.60% |
| Issuance Cost | 0.10% |
| Effective Rate | 5.51% |

Table 21
Capitalization and Cost of Capital - Updated for CEITC Impact
Summary of Existing and Planned Long-Term Debt - OPG (\$M)
Outstanding During Calendar Year Ending Dec. 31, 2030

| Line No. | Issue | Note | Weighted Principal* (\$M) | Issue Date | Duration (years) | Maturity Date | Effective Rate (%) | Annual Cost (\$M) |
|-------------------------------------------------------------|--------------|------|---------------------------|------------|------------------|---------------|--------------------|-------------------|
| | | | (a) | (b) | (c) | (d) | (e) | (f) |
| Company-Wide Borrowing | | | | | | | | |
| Issues 1 to 25, 29, 35, 39 Mature Prior to 2030 | | | | | | | | |
| 1 | Issue 26 | | 150.0 | 3/22/2011 | 30.0 | 3/22/2041 | 5.40% | 8.1 |
| 2 | Issue 27 | | 150.0 | 9/22/2011 | 30.0 | 9/22/2041 | 4.74% | 7.1 |
| 3 | Issue 28 | | 200.0 | 3/22/2012 | 30.0 | 3/22/2042 | 4.36% | 8.7 |
| 4 | Issue 30 | | 50.0 | 11/22/2016 | 30.0 | 11/22/2046 | 4.03% | 2.0 |
| 5 | Issue 31 | | 200.0 | 2/22/2017 | 30.0 | 2/22/2047 | 4.12% | 8.2 |
| 6 | Issue 32 | | 100.0 | 6/22/2017 | 30.0 | 6/22/2047 | 3.65% | 3.6 |
| 7 | Issue 33 | | 100.0 | 8/22/2017 | 30.0 | 8/22/2047 | 3.86% | 3.9 |
| 8 | Issue 34 | | 400.0 | 9/22/2017 | 30.0 | 9/22/2047 | 4.07% | 16.3 |
| 9 | Issue 36 | | 200.0 | 1/22/2018 | 30.0 | 1/22/2048 | 3.87% | 7.7 |
| 10 | Issue 37 | | 400.0 | 3/22/2018 | 30.0 | 3/22/2048 | 4.00% | 16.0 |
| 11 | Issue 38 | | 100.0 | 8/22/2019 | 20.0 | 8/22/2039 | 3.49% | 3.5 |
| 12 | Issue 40 | | 490.0 | 3/15/2027 | 10.0 | 3/15/2037 | 4.84% | 23.7 |
| 13 | Issue 41 | | 490.0 | 3/15/2027 | 30.0 | 3/15/2057 | 5.41% | 26.5 |
| 14 | Issue 42 | | 490.0 | 9/15/2027 | 10.0 | 9/15/2037 | 4.89% | 24.0 |
| 15 | Issue 43 | | 490.0 | 9/15/2027 | 30.0 | 9/15/2057 | 5.45% | 26.7 |
| 16 | Issue 44 | | 500.0 | 3/15/2028 | 10.0 | 3/15/2038 | 4.89% | 24.5 |
| 17 | Issue 45 | | 500.0 | 3/15/2028 | 30.0 | 3/15/2058 | 5.35% | 26.8 |
| 18 | Issue 46 | | 500.0 | 9/15/2028 | 10.0 | 9/15/2038 | 5.03% | 25.2 |
| 19 | Issue 47 | | 500.0 | 9/15/2028 | 30.0 | 9/15/2058 | 5.48% | 27.4 |
| 20 | Issue 48 | | 595.0 | 3/15/2029 | 10.0 | 3/15/2039 | 5.08% | 30.2 |
| 21 | Issue 49 | | 590.0 | 3/15/2029 | 30.0 | 3/15/2059 | 5.50% | 32.5 |
| 22 | Issue 50 | | 590.0 | 9/15/2029 | 10.0 | 9/15/2039 | 5.13% | 30.3 |
| 23 | Issue 51 | | 590.0 | 9/15/2029 | 30.0 | 9/15/2059 | 5.51% | 32.5 |
| 24 | Issue 52 | 1, 3 | 337.0 | 6/15/2030 | 10.0 | 6/15/2040 | 5.19% | 17.5 |
| 25 | Total | | 8,712.0 | | | | 4.97% | 432.8 |
| Regulated Portion of Company-Wide Borrowing | | | | | | | | |
| 26 | Allocation | 2 | 8,107.2 | | | | 4.97% | 402.7 |
| Project Financing - Regulated Projects | | | | | | | | |
| Niagara 1 to 24, and ILB 1 to 5 Mature Prior to 2030 | | | | | | | | |
| 27 | Green Bond 1 | | 417.1 | 6/22/2018 | 30.0 | 6/22/2048 | 3.92% | 16.3 |
| 28 | Green Bond 2 | | 0.4 | 1/18/2019 | 30.0 | 1/18/2049 | 4.34% | 0.0 |
| 29 | Green Bond 3 | | 297.9 | 7/18/2022 | 10.0 | 7/19/2032 | 5.08% | 15.1 |
| 30 | ILB 6 | | 25.0 | 1/5/2027 | 5.0 | 1/5/2032 | 7.08% | 1.8 |
| 31 | Green Bond 4 | | 496.7 | 6/28/2024 | 10.0 | 6/28/2034 | 4.98% | 24.7 |
| 32 | Green Bond 5 | | 491.0 | 6/28/2024 | 30.0 | 6/28/2054 | 5.17% | 25.4 |
| 33 | Green Bond 6 | | 209.0 | 9/11/2024 | 9.8 | 6/28/2034 | 4.43% | 9.3 |
| 34 | Green Bond 7 | | 104.1 | 9/11/2024 | 29.8 | 6/28/2054 | 4.85% | 5.1 |
| 35 | Green Bond 8 | | 496.8 | 3/13/2025 | 10.0 | 3/13/2035 | 4.45% | 22.1 |
| 36 | Green Bond 9 | | 496.3 | 3/13/2025 | 30.0 | 3/13/2055 | 4.97% | 24.7 |
| 37 | Total | | 3,034.3 | | | | 4.76% | 144.4 |
| Total Regulated Funded Long-Term Debt | | | | | | | | |
| 38 | Line 26+37 | | 11,141.5 | | | | 4.91% | 547.2 |

See Ex. L-F4-CCC-084, Table 22 for notes

* For debt issues that are issued or mature during the year the face value is reduced to reflect only that portion of the year the debt issue is financing the rate base.

Numbers may not add due to rounding.

Filed: 2026-04-24
 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 22

Table 22
 Capitalization and Cost of Capital - Updated for CEITC Impact
 Summary of Existing and Planned Long-Term Debt - OPG (\$M)
 Outstanding During Calendar Year Ending Dec. 31, 2030
Notes to Ex. L-F4-CCC-084, Table 21

| | Issue | Issue Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
|--------|----------|---------------|------------------|----------------|--------------------------|
| Note 1 | Issue 52 | 6/15/2030 | 615 | 200 | 337.0 |
| | | | | | |
| | Issue | Maturity Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
| | | | | | |

Note 2 Allocation ratio as per Ex. C1-1-2 Table 1, line 13, col (e).

Note 3 Future issue rate reference Bloomberg (Nov 21, 2025).

Issue 52

| GOC & OPG Spread | |
|------------------|-------|
| GOC Q2-30 | 3.72% |
| OPG Spread | 1.35% |
| Issuance Cost | 0.12% |
| Effective Rate | 5.19% |

Table 23
Capitalization and Cost of Capital - Updated for CEITC Impact
Summary of Existing and Planned Long-Term Debt - OPG (\$M)
Outstanding During Calendar Year Ending Dec. 31, 2031

| Line No. | Issue | Note | Weighted Principal* (\$M) | Issue Date | Duration (years) | Maturity Date | Effective Rate (%) | Annual Cost (\$M) |
|-------------------------------------------------------------|--------------|------|---------------------------|------------|------------------|---------------|--------------------|-------------------|
| | | | (a) | (b) | (c) | (d) | (e) | (f) |
| Company-Wide Borrowing | | | | | | | | |
| Issues 1 to 25, 29, 35, 39 Mature Prior to 2031 | | | | | | | | |
| 1 | Issue 26 | | 150.0 | 3/22/2011 | 30.0 | 3/22/2041 | 5.40% | 8.1 |
| 2 | Issue 27 | | 150.0 | 9/22/2011 | 30.0 | 9/22/2041 | 4.74% | 7.1 |
| 3 | Issue 28 | | 200.0 | 3/22/2012 | 30.0 | 3/22/2042 | 4.36% | 8.7 |
| 4 | Issue 30 | | 50.0 | 11/22/2016 | 30.0 | 11/22/2046 | 4.03% | 2.0 |
| 5 | Issue 31 | | 200.0 | 2/22/2017 | 30.0 | 2/22/2047 | 4.12% | 8.2 |
| 6 | Issue 32 | | 100.0 | 6/22/2017 | 30.0 | 6/22/2047 | 3.65% | 3.6 |
| 7 | Issue 33 | | 100.0 | 8/22/2017 | 30.0 | 8/22/2047 | 3.86% | 3.9 |
| 8 | Issue 34 | | 400.0 | 9/22/2017 | 30.0 | 9/22/2047 | 4.07% | 16.3 |
| 9 | Issue 36 | | 200.0 | 1/22/2018 | 30.0 | 1/22/2048 | 3.87% | 7.7 |
| 10 | Issue 37 | | 400.0 | 3/22/2018 | 30.0 | 3/22/2048 | 4.00% | 16.0 |
| 11 | Issue 38 | | 100.0 | 8/22/2019 | 20.0 | 8/22/2039 | 3.49% | 3.5 |
| 12 | Issue 40 | | 490.0 | 3/15/2027 | 10.0 | 3/15/2037 | 4.84% | 23.7 |
| 13 | Issue 41 | | 490.0 | 3/15/2027 | 30.0 | 3/15/2057 | 5.41% | 26.5 |
| 14 | Issue 42 | | 490.0 | 9/15/2027 | 10.0 | 9/15/2037 | 4.89% | 24.0 |
| 15 | Issue 43 | | 490.0 | 9/15/2027 | 30.0 | 9/15/2057 | 5.45% | 26.7 |
| 16 | Issue 44 | | 500.0 | 3/15/2028 | 10.0 | 3/15/2038 | 4.89% | 24.5 |
| 17 | Issue 45 | | 500.0 | 3/15/2028 | 30.0 | 3/15/2058 | 5.35% | 26.8 |
| 18 | Issue 46 | | 500.0 | 9/15/2028 | 10.0 | 9/15/2038 | 5.03% | 25.2 |
| 19 | Issue 47 | | 500.0 | 9/15/2028 | 30.0 | 9/15/2058 | 5.48% | 27.4 |
| 20 | Issue 48 | | 595.0 | 3/15/2029 | 10.0 | 3/15/2039 | 5.08% | 30.2 |
| 21 | Issue 49 | | 590.0 | 3/15/2029 | 30.0 | 3/15/2059 | 5.50% | 32.5 |
| 22 | Issue 50 | | 590.0 | 9/15/2029 | 10.0 | 9/15/2039 | 5.13% | 30.3 |
| 23 | Issue 51 | | 590.0 | 9/15/2029 | 30.0 | 9/15/2059 | 5.51% | 32.5 |
| 24 | Issue 52 | | 615.0 | 6/15/2030 | 10.0 | 6/15/2040 | 5.19% | 31.9 |
| 25 | Total | | 8,990.0 | | | | 4.97% | 447.2 |
| Regulated Portion of Company-Wide Borrowing | | | | | | | | |
| 26 | Allocation | 1 | 8,365.9 | | | | 4.97% | 416.1 |
| Project Financing - Regulated Projects | | | | | | | | |
| Niagara 1 to 24, and ILB 1 to 5 Mature Prior to 2031 | | | | | | | | |
| 27 | Green Bond 1 | | 417.1 | 6/22/2018 | 30.0 | 6/22/2048 | 3.92% | 16.3 |
| 28 | Green Bond 2 | | 0.4 | 1/18/2019 | 30.0 | 1/18/2049 | 4.34% | 0.0 |
| 29 | Green Bond 3 | | 297.9 | 7/18/2022 | 10.0 | 7/19/2032 | 5.08% | 15.1 |
| 30 | ILB 6 | | 25.0 | 1/5/2027 | 5.0 | 1/5/2032 | 7.08% | 1.8 |
| 31 | Green Bond 4 | | 496.7 | 6/28/2024 | 10.0 | 6/28/2034 | 4.98% | 24.7 |
| 32 | Green Bond 5 | | 491.0 | 6/28/2024 | 30.0 | 6/28/2054 | 5.17% | 25.4 |
| 33 | Green Bond 6 | | 209.0 | 9/11/2024 | 9.8 | 6/28/2034 | 4.43% | 9.3 |
| 34 | Green Bond 7 | | 104.1 | 9/11/2024 | 29.8 | 6/28/2054 | 4.85% | 5.1 |
| 35 | Green Bond 8 | | 496.8 | 3/13/2025 | 10.0 | 3/13/2035 | 4.45% | 22.1 |
| 36 | Green Bond 9 | | 496.3 | 3/13/2025 | 30.0 | 3/13/2055 | 4.97% | 24.7 |
| 37 | Total | | 3,034.3 | | | | 4.76% | 144.4 |
| Total Regulated Funded Long-Term Debt | | | | | | | | |
| 38 | Line 26+37 | | 11,400.2 | | | | 4.92% | 560.6 |

See Ex. L-F4-CCC-084, Table 24 for notes

* For debt issues that are issued or mature during the year the face value is reduced to reflect only that portion of the year the debt issue is financing the rate base.

Numbers may not add due to rounding.

Filed: 2026-04-24
EB-2025-0297
Exhibit L
F4-CCC-084
Attachment 1
Table 24

Table 24
Capitalization and Cost of Capital - Updated for CEITC Impact
Summary of Existing and Planned Long-Term Debt - OPG (\$M)
Outstanding During Calendar Year Ending Dec. 31, 2031
Notes to Ex. L-F4-CCC-084, Table 23

| | Issue | Issue Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
|--|-------|---------------|------------------|----------------|--------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Issue | Maturity Date | Face Value (\$M) | Effective Days | Weighted Principal (\$M) |
| | | | | | |
| | | | | | |

Note 1 Allocation ratio as per Ex. C1-1-2 Table 1, line 13, col (e).

Numbers may not add due to rounding.

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Table 25

Table 25
Depreciation and Amortization - Regulated Hydroelectric (\$M)

| Line No. | Prescribed Facility Category¹ | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|-----------------|-------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| | | (a) | (b) | (c) | (d) | (e) |
| 6 | Niagara Region | 70.2 | 72.9 | 82.5 | 88.9 | 93.0 |
| 7 | Eastern Region | 96.4 | 101.7 | 107.7 | 111.3 | 113.9 |
| 8 | Western Region | 29.4 | 33.4 | 38.1 | 40.9 | 43.5 |
| 9 | Other² | 19.1 | 19.8 | 19.7 | 20.3 | 18.7 |
| 10 | Total | 215.1 | 227.7 | 247.9 | 261.3 | 269.1 |

Notes:

- 1 Operating Region descriptions effective 2021 (see Ex. A1-4-2).
- 2 Includes losses on retirements, gains on disposal and other related charges.

Numbers may not add due to rounding.

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 Table 26

Table 26
 Depreciation and Amortization - Combined Nuclear (\$M)

| Line No. | Prescribed Facility Category | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|----------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|
| | | (a) | (b) | (c) | (d) | (e) |
| | OPG's Nuclear Facilities | | | | | |
| | Darlington NGS: | | | | | |
| 1 | Darlington NGS (excluding DRP) | 178.5 | 218.8 | 241.4 | 281.3 | 330.0 |
| 2 | Darlington Refurbishment Program (excluding D2O Storage) | 393.6 | 388.8 | 388.7 | 388.2 | 388.2 |
| 3 | Heavy Water Storage Facility (D2O Storage) ¹ | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 |
| 4 | Subtotal Darlington NGS | 584.2 | 619.6 | 642.1 | 681.6 | 730.3 |
| | Pickering NGS: | | | | | |
| 5 | Pickering NGS (excluding PRP) | 21.5 | 26.6 | 26.8 | 34.4 | 41.6 |
| 6 | Pickering Refurbishment Project | 3.8 | 4.1 | 4.1 | 4.1 | 141.0 |
| 7 | Subtotal Pickering NGS | 25.3 | 30.6 | 30.9 | 38.5 | 182.6 |
| 8 | Operations and Project Support | 37.5 | 36.4 | 35.1 | 36.3 | 36.9 |
| 9 | Asset Retirement Costs | 11.3 | 11.3 | 11.3 | 11.3 | 11.3 |
| 10 | Other² | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11 | Total | 658.4 | 698.0 | 719.4 | 767.6 | 961.1 |
| | DNNP Facilities | | | | | |
| 12 | Darlington New Nuclear Program | 0.0 | 0.0 | 0.0 | 20.4 | 98.9 |

Notes:

- Amount in line 3 of col. (a) corresponds to EB-2020-0290 Payment Amounts Order, App. A, Table 10a, line 4a of col. (e) and reflects the OEB's findings with respect to the D2O Storage Project in the EB-2020-0290 Decision and Order dated November 15, 2021.
- 1
- 2 Includes losses on retirements, gains on disposal and other related charges.

Numbers may not add due to rounding.

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 Table 27

Table 27
 Calculation of Regulatory Income Taxes for Regulated Hydroelectric - Updated for CEITC and RIIP Impacts (\$M)
Years Ending December 31, 2027-2031

| Line No. | Particulars | Note | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|------------------------------------------------------------------------------------------------|------|---------------|---------------|---------------|---------------|---------------|
| | | | (a) | (b) | (c) | (d) | (e) |
| | Determination of Regulatory Taxable Income | | | | | | |
| 1 | Regulatory Earnings Before Tax | 1 | 438.9 | 491.4 | 623.1 | 659.9 | 683.5 |
| | Additions for Regulatory Tax Purposes: | | | | | | |
| 2 | Depreciation and Amortization | | 215.1 | 227.7 | 247.9 | 261.3 | 269.1 |
| 3 | Pension and OPEB Accrual | | 44.2 | 45.6 | 45.6 | 45.6 | 45.7 |
| 4 | Regulatory Asset Amortization - Pension and OPEB Cash vs Accrual Differential Deferral Account | | (10.2) | (10.2) | (10.2) | 0.0 | 0.0 |
| 5 | Regulatory Liability Amortization - Income and Other Taxes Variance Account | | (2.7) | (2.7) | (2.7) | 0.0 | 0.0 |
| 6 | Restricted Net Interest and Financing Expenses | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 7 | Taxable SR&ED Investment Tax Credits of Prior Periods & Current Provincial Portion | 3 | 3.3 | 3.3 | 3.3 | 3.3 | 3.3 |
| 8 | Other | | 7.4 | 8.1 | 8.5 | 9.3 | 9.9 |
| 9 | Total Additions | | 257.1 | 271.8 | 292.5 | 319.6 | 328.1 |
| | Deductions for Regulatory Tax Purposes: | | | | | | |
| 10 | CCA | 2 | 660.1 | 552.9 | 408.8 | 401.4 | 434.8 |
| 11 | Pension Plan Contributions | | 19.5 | 20.2 | 21.4 | 22.1 | 22.9 |
| 12 | OPEB Payments | | 22.9 | 23.8 | 25.4 | 26.6 | 27.7 |
| 13 | Reversal of Return on Rate Base Recorded in Deferral and Variance Accounts | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 14 | Deductible SR&ED Qualifying Expenditures | | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 |
| 15 | Other | | 0.0 | 0.0 | 0.2 | 0.1 | 0.9 |
| 16 | Total Deductions | | 727.5 | 621.9 | 480.8 | 475.2 | 511.3 |
| 17 | Regulatory Taxable Income Before Loss Carry-Over (line 1 + line 9 - line 16) | | (31.5) | 141.3 | 434.8 | 504.3 | 500.3 |
| 18 | Tax Loss Carry-Over | | 31.5 | (31.5) | 0.0 | 0.0 | 0.0 |
| 19 | Regulatory Taxable Income After Loss Carry-Over (line 17 + line 18) | | (0.0) | 109.7 | 434.8 | 504.3 | 500.3 |
| 20 | Regulatory Income Taxes - Federal (line 19 x line 25) | | (0.0) | 16.5 | 65.2 | 75.6 | 75.0 |
| 21 | Regulatory Income Taxes - Provincial (line 19 x line 26) | | (0.0) | 11.0 | 43.5 | 50.4 | 50.0 |
| 22 | Regulatory Income Taxes - SR&ED Investment Tax Credits | | (3.3) | (3.3) | (3.3) | (3.3) | (3.3) |
| 23 | Total Regulatory Income Taxes (line 20 + line 21 + line 22 + line 23) | | (3.3) | 24.1 | 105.4 | 122.8 | 121.8 |
| | Income Tax Rate: | | | | | | |
| 24 | Federal Tax | | 15.00% | 15.00% | 15.00% | 15.00% | 15.00% |
| 25 | Provincial Tax net of Manufacturing & Processing Profits Deduction | | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% |
| 26 | Total Income Tax Rate | | 25.00% | 25.00% | 25.00% | 25.00% | 25.00% |

For notes see L-F4-CCC-084, Table 28.

Numbers may not add due to rounding.

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 Attachment 1
 Table 28

Table 28
 Notes to L-F4-CCC-084, Table 27
 Calculation of Regulatory Income Taxes for Regulated Hydroelectric - Updated for CEITC and RIIP Impacts (\$M)
 Years Ending December 31, 2027-2031

Notes:

1 Regulatory Earnings Before Tax the regulated hydroelectric facilities from 2027-2031 are calculated as follows :

| Line No. | Item | Reference | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| | | | (a) | (b) | (c) | (d) | (e) |
| 1a | After Tax Return on Equity - Regulated Hydroelectric | Col. (a): Ex. L-F4-CCC-084, Table 54, line 11 Col. (b) to (e): L-F4-CCC-084, Table 60, line 3, cols. (b) to (e) | 432.0 | 457.1 | 507.5 | 537.1 | 561.7 |
| 2a | Additions for Regulatory Tax Purposes | line 9 | 257.1 | 271.8 | 292.5 | 319.6 | 328.1 |
| 3a | Less: Regulatory Asset Amort - Pension & OPEB Cash Vs Accrual Diff Def Act | Ex. H1-2-1, Table 1, lines 9-12 | (10.2) | (10.2) | (10.2) | 0.0 | 0.0 |
| 4a | Deductions for Regulatory Tax Purposes | line 16 | 727.5 | 621.9 | 480.8 | 475.2 | 511.3 |
| 5a | | line 1a + line 2a - line 3a - line 4a | (28.2) | 117.1 | 329.4 | 381.5 | 378.5 |
| 6a | Regulatory Income Taxes - Federal | (lines 5a + 12a + line 22) x line 24/ (1 - line 26) | (4.7) | 21.2 | 65.2 | 75.6 | 75.0 |
| 7a | Regulatory Income Taxes - Provincial | (lines 5a + 12a + line 22) x line 25/ (1 - line 26) | (3.2) | 14.1 | 43.5 | 50.4 | 50.0 |
| 8a | Regulatory Income Taxes - SR&ED Investment Tax Credits | line 22 | (3.3) | (3.3) | (3.3) | (3.3) | (3.3) |
| 9a | Total Regulatory Income Taxes Before Loss Carry-Over | line 6a + line 7a + line 8a | (11.2) | 32.0 | 105.4 | 122.8 | 121.8 |
| 10a | Decrease in Regulatory Income Taxes Due to Tax Loss Carry-Over - Federal | line 18 x line 24 | 4.7 | (4.7) | 0.0 | 0.0 | 0.0 |
| 11a | Decrease in Regulatory Income Taxes Due to Tax Loss Carry-Over - Provincial | line 18 x line 25 | 3.2 | (3.2) | 0.0 | 0.0 | 0.0 |
| 12a | Reduction in Total Regulatory Income Taxes Due to Loss Carry-Over | line 10a + line 11a | 7.9 | (7.9) | 0.0 | 0.0 | 0.0 |
| 13a | Regulatory Income Taxes After Tax Loss Carry-Over - Federal | line 6a + line 10a | (0.0) | 16.5 | 65.2 | 75.6 | 75.0 |
| 14a | Regulatory Income Taxes After Tax Loss Carry-Over - Provincial | line 7a + line 11a | (0.0) | 11.0 | 43.5 | 50.4 | 50.0 |
| 15a | Regulatory Income Taxes - SR&ED Investment Tax Credits | line 22 | (3.3) | (3.3) | (3.3) | (3.3) | (3.3) |
| 16a | Total Regulatory Income Taxes After Tax Loss Carry-Over | line 13a + line 14a + line 15a | (3.3) | 24.1 | 105.4 | 122.8 | 121.8 |
| 17a | After Tax Return on Equity | line 1a | 432.0 | 457.1 | 507.5 | 537.1 | 561.7 |
| 18a | Less: Regulatory Asset Amort - Pension & OPEB Cash Vs Accrual Diff Def Act | line 3a | (10.2) | (10.2) | (10.2) | 0.0 | 0.0 |
| 19a | Add: Total Regulatory Income Taxes After Tax Loss Carry-Over | line 16a | (3.3) | 24.1 | 105.4 | 122.8 | 121.8 |
| 20a | Regulatory Earnings Before Tax | lines 17a - 18a + 19a | 438.9 | 491.4 | 623.1 | 659.9 | 683.5 |

2 Amounts are from Ex. L-F4-CCC-084, Tables 37-41, col. (j) minus (i).

3 For tax return reconciliation purposes, Taxable SR&ED Investment Tax Credits are shown at 100% recognition percentage for the historical years. For the bridge years and IR term, these amounts are shown at the accounting recognition percentage of 75% for consistency with the SR&ED ITCs in line 23.

Numbers may not add due to rounding.

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 Attachment 1
 Table 29

Table 29
 Calculation of Regulatory Income Taxes for OPG Nuclear Facilities - Updated for CEITC and RIIP Impacts (\$M)
Years Ending December 31, 2027-2031

| Line No. | Particulars | Note | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|----------------------------------------------------------------------------------------------------|------|----------------|----------------|----------------|----------------|----------------|
| | | | (a) | (b) | (c) | (d) | (e) |
| | Determination of Regulatory Taxable Income | | | | | | |
| 1 | Regulatory Earnings Before Tax | 1 | 722.8 | 729.1 | 757.2 | 759.7 | 1,070.2 |
| | Additions for Regulatory Tax Purposes: | | | | | | |
| 2 | Depreciation and Amortization | | 658.4 | 698.0 | 719.4 | 767.6 | 961.1 |
| 3 | Nuclear Waste Management Expenses | | 30.4 | 47.2 | 58.9 | 72.9 | 79.1 |
| 4 | Receipts from Nuclear Segregated Funds | | 498.2 | 420.1 | 347.2 | 326.7 | 342.0 |
| 5 | Pension and OPEB Accrual | | 226.6 | 224.8 | 233.2 | 239.0 | 251.0 |
| 6 | Regulatory Asset Amortization - Bruce Lease Net Revenues Variance Account | | (34.5) | (34.5) | (34.5) | 0.0 | 0.0 |
| 7 | Regulatory Asset Amortization - Pension and OPEB Cash Versus Accrual Differential Deferral Account | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 8 | Regulatory Liability Amortization - Income and Other Taxes Variance Account | | (0.7) | (0.7) | (0.7) | 0.0 | 0.0 |
| 9 | Adjustment Related to Financing Cost for Nuclear Liabilities | | 4.7 | 1.1 | 0.0 | 0.0 | 0.0 |
| 10 | Restricted Net Interest and Financing Expenses | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11 | Taxable SR&ED Investment Tax Credits of Prior Periods & Current Provincial Portion | 5 | 16.6 | 16.6 | 16.6 | 16.6 | 16.6 |
| 12 | Nuclear Fuel Expense Half Charge Adjustment | | (35.9) | 30.2 | 1.2 | 12.7 | 20.4 |
| 13 | Other | | 95.1 | 85.9 | 87.4 | 95.3 | 109.0 |
| 14 | Total Additions | | 1,459.0 | 1,488.7 | 1,428.6 | 1,530.9 | 1,779.2 |
| | Deductions for Regulatory Tax Purposes: | | | | | | |
| 15 | CCA | 2,3 | 1,388.1 | 1,912.8 | 2,212.9 | 2,081.9 | 2,094.1 |
| 16 | Cash Expenditures for Nuclear Waste & Decommissioning | | 637.4 | 539.1 | 437.9 | 443.3 | 472.1 |
| 17 | Contributions to Nuclear Segregated Funds | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 18 | Pension Plan Contributions | | 100.6 | 103.4 | 109.0 | 111.6 | 115.3 |
| 19 | OPEB Payments | | 118.0 | 122.4 | 129.6 | 134.3 | 139.4 |
| 20 | Reversal of Return on Rate Base Recorded in Deferral and Variance Accounts | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 21 | Deductible SR&ED Qualifying Expenditures | | 81.4 | 81.4 | 81.4 | 81.4 | 81.4 |
| 22 | Other | | 9.7 | 9.8 | 10.6 | 10.0 | 14.6 |
| 23 | Total Deductions | | 2,335.1 | 2,768.8 | 2,981.4 | 2,862.5 | 2,916.9 |
| 24 | Regulatory Taxable Income Before Tax Loss Carry-Over (line 1 + line 14 - line 24) | | (153.3) | (551.1) | (795.6) | (572.0) | (67.5) |
| 25 | Tax Loss Carry-Over / (Applied) | 4 | 153.3 | 551.1 | 795.6 | 572.0 | 67.5 |
| 26 | Regulatory Taxable Income After Tax Loss Carry-Over (line 25 + line 26) | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 27 | Regulatory Income Taxes - Federal (line 27 x line 33) | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 28 | Regulatory Income Taxes - Provincial (line 27 x line 34) | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 29 | Regulatory Income Taxes - SR&ED Investment Tax Credits | | (16.6) | (16.6) | (16.6) | (16.6) | (16.6) |
| 30 | Total Regulatory Income Taxes (line 28 + line 29 + line 30 + line 31) | | (16.6) | (16.6) | (16.6) | (16.6) | (16.6) |
| | Income Tax Rate: | | | | | | |
| 31 | Federal Tax | | 15.00% | 15.00% | 15.00% | 15.00% | 15.00% |
| 32 | Provincial Tax net of Manufacturing & Processing Profits Deduction | | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% |
| 33 | Total Income Tax Rate | | 25.00% | 25.00% | 25.00% | 25.00% | 25.00% |

For notes see L-F4-CCC-084, Table 31.

Numbers may not add due to rounding.

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 Exhibit L
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 Attachment 1
 Table 30

Table 30
2027 - 2031 Summary of OPG Nuclear Regulatory Losses - Updated for CEITC and RIIP Impacts (\$M)

| Line No. | Particulars | Note | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|------------------------------------------------------------|------|---------|-----------|-----------|-----------|-----------|
| | | | (a) | (b) | (c) | (d) | (e) |
| 1 | Tax Loss Brought Forward | 1 | (373.4) | (526.7) | (1,077.8) | (1,873.4) | (2,445.3) |
| 2 | Income/(Loss) for the Year | 2 | (153.3) | (551.1) | (795.6) | (572.0) | (67.5) |
| 3 | Tax Loss Applied | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 4 | Tax Loss Carried Forward (Line 1 + Line 2 + Line 3) | | (526.7) | (1,077.8) | (1,873.4) | (2,445.3) | (2,512.8) |

Notes:

- 1 2027: Tax Loss Brought Forward per EB-2020-0290 PAO Appendix A, Table 22, line 4, col. (e).
- 2 Ex. L-F4-CCC-084, Table 29, line 25.

Table 31
 Notes to L-F4-CCC-084, Table 29
 Calculation of Regulatory Income Taxes for OPG Nuclear Facilities - Updated for CEITC and RIIP Impacts (\$M)
 Years Ending December 31, 2027-2031

Notes:
 1 Regulatory Earnings Before Tax for the OPG nuclear facilities from 2027 - 2031 are calculated as follows :

| Line No. | Item | Reference | 2027 Plan (a) | 2028 Plan (b) | 2029 Plan (c) | 2030 Plan (d) | 2031 Plan (e) |
|----------|-----------------------------------------------------------------------------|--------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| 1a | After Tax Return on Equity - Prescribed Nuclear Facilities | Ex. L-F4-CCC-084, Table 55, line 12 plus line 12a | 734.2 | 757.2 | 755.7 | 783.6 | 1,069.7 |
| 2a | Less: Bruce Lease Net Revenues | Ex. G2-2-1, Table 1, Line 3 | (5.2) | 11.5 | (18.1) | 7.3 | (17.1) |
| 3a | | line 1a - line 2a | 739.4 | 745.7 | 773.8 | 776.3 | 1,086.8 |
| 4a | Additions for Regulatory Tax Purposes | line 14 | 1,459.0 | 1,488.7 | 1,428.6 | 1,530.9 | 1,779.2 |
| 5a | Less: Regulatory Asset Amort - Pension & OPEB Cash Vs Accrual Diff Def Act | Ex. H1-2-1, Table 2, Lines 14-17 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 6a | Deductions for Regulatory Tax Purposes | line 23 | 2,335.1 | 2,768.8 | 2,981.4 | 2,862.5 | 2,916.9 |
| 7a | | line 3a + line 4a - line 5a - line 6a | (136.7) | (534.5) | (779.0) | (555.3) | (50.9) |
| 8a | Regulatory Income Taxes - Federal | (lines 7a + 14a + line 29) x line 31/ (1 - line 33) | (23.0) | (82.7) | (119.3) | (85.8) | (10.1) |
| 9a | Regulatory Income Taxes - Provincial | (lines 7a + 15a + line 29) x line 32/ (1 - line 33) | (15.3) | (55.1) | (79.6) | (57.2) | (6.7) |
| 10a | Regulatory Income Taxes - SR&ED Investment Tax Credits | line 29 | (16.6) | (16.6) | (16.6) | (16.6) | (16.6) |
| 11a | Total Regulatory Income Taxes Before Loss Carry-Over | line 8a + line 9a + line 10a | (54.9) | (154.4) | (215.5) | (159.6) | (33.5) |
| 12a | Decrease in Regulatory Income Taxes Due to Tax Loss Carry-Over - Federal | line 25 x line 31 | 23.0 | 82.7 | 119.3 | 85.8 | 10.1 |
| 13a | Decrease in Regulatory Income Taxes Due to Tax Loss Carry-Over - Provincial | line 25 x line 32 | 15.3 | 55.1 | 79.6 | 57.2 | 6.7 |
| 14a | Reduction in Total Regulatory Income Taxes Due to Loss Carry-Over | line 12a + line 13a | 38.3 | 137.8 | 198.9 | 143.0 | 16.9 |
| 15a | Regulatory Income Taxes After Tax Loss Carry-Over - Federal | line 8a + line 12a | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) |
| 16a | Regulatory Income Taxes After Tax Loss Carry-Over - Provincial | line 9a + line 13a | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) |
| 17a | Regulatory Income Taxes - SR&ED Investment Tax Credits | line 29 | (16.6) | (16.6) | (16.6) | (16.6) | (16.6) |
| 18a | Total Regulatory Income Taxes After Tax Loss Carry-Over | line 15a + line 16a + line 17a | (16.6) | (16.6) | (16.6) | (16.6) | (16.6) |
| 19a | After Tax Return on Equity | line 1a | 734.2 | 757.2 | 755.7 | 783.6 | 1,069.7 |
| 20a | Less: Bruce Lease Net Revenues | line 2a | (5.2) | 11.5 | (18.1) | 7.3 | (17.1) |
| 21a | Less: Regulatory Asset Amort - Pension & OPEB Cash Vs Accrual Diff Def Act | line 5a | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 22a | Add: Total Regulatory Income Taxes After Tax Loss Carry-Over | line 18a | (16.6) | (16.6) | (16.6) | (16.6) | (16.6) |
| 23a | Regulatory Earnings Before Tax | lines 19a - 20a - 21a + 22a | 722.8 | 729.1 | 757.2 | 759.7 | 1,070.2 |

- 2 Amounts are from Ex. L-F4-CCC-084, Tables 44-48, col. (j) minus (i).
- 3 As discussed in Ex. F4-2-1, section 3.2.1, OPG has elected to claim "long-term project" CCA for the Pickering Refurbishment Program expenditures available under the Income Tax Act (Canada). Resulting total annual CCA for the Pickering Refurbishment Program expenditures is as follows: 2027 - \$383.0M, 2028 - \$862.1M, 2029 - \$1,207.9M, 2030 - \$1,079.1M, 2031 - \$1,106.9M.

 Consistent with EB-2016-0152 and EB-2020-0290, OPG continues to claim "long-term project" CCA for the Darlington Refurbishment Program expenditures available under the Income Tax Act (Canada) as well. Resulting total annual CCA for the Darlington Refurbishment Program expenditures, post disallowance applied to the D2O project, is as follows: 2027 - \$459.7M, 2028 - \$423.1M, 2029 - \$389.5M, 2030 - \$358.6M, 2031 - \$330.2M.
- 4 As discussed in Ex. F4-2-1, section 3.1, in a situation where a tax loss is forecast in a given year(s) of the IR term, the loss is applied (carried back or carried forward) to reduce the nuclear business unit's taxable income in other years of the IR term, with any remaining tax losses carried forward to future IR terms.
- 5 For tax return reconciliation purposes, Taxable SR&ED Investment Tax Credits are shown at 100% recognition percentage for the historical years. For the bridge years and IR term, these amounts are shown at the accounting recognition percentage of 75% for consistency with the SR&ED ITCs in line 30.

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 32

Table 32
 Calculation of Regulatory Income Taxes for DNNP Facilities - Updated for CEITC and RIIP Impacts (\$M)
 Years Ending December 31, 2026-2031

| Line No. | Particulars | Note | 2027 Plan | 2028 Plan | 2029 Plan | 2030 Plan | 2031 Plan |
|----------|--------------------------------------------------------------------------------------------------|------|-----------|-----------|-----------|-----------|-----------|
| | | | (b) | (c) | (d) | (e) | (f) |
| | Determination of Regulatory Taxable Income | | | | | | |
| 1 | Regulatory Earnings Before Tax | 1 | 0.0 | 0.0 | 0.2 | 112.7 | 536.4 |
| | Additions for Regulatory Tax Purposes: | | | | | | |
| 2 | Depreciation and Amortization | | 0.0 | 0.0 | 0.0 | 20.4 | 98.9 |
| 3 | Pension and OPEB Accrual | 4 | 14.1 | 13.3 | 11.9 | 10.1 | 9.5 |
| 4 | Restricted Net Interest and Financing Expense | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 5 | Taxable SR&ED Investment Tax Credits of Prior Periods & Current Provincial Portion | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 6 | Other | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 7 | Total Additions | | 14.1 | 13.3 | 11.9 | 30.5 | 108.4 |
| | Deductions for Regulatory Tax Purposes: | | | | | | |
| 8 | CCA | 2 | 268.2 | 385.6 | 325.2 | 337.4 | 334.5 |
| 9 | Pension Plan Contributions | 5 | 1.4 | 0.3 | 0.4 | 0.2 | 0.3 |
| 10 | OPEB Payments | 5 | 12.7 | 13.0 | 11.5 | 9.9 | 9.2 |
| 11 | Reversal of Return on Rate Base Recorded in Deferral and Variance Accounts | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 12 | Deductible SR&ED Qualifying Expenditures | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 13 | Other | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 14 | Total Deductions | | 282.3 | 398.9 | 337.1 | 347.5 | 344.0 |
| 15 | Regulatory Taxable Income Before Tax Loss Carry-Over (line 1 + line 7 - line 14) | | (268.2) | (385.6) | (325.0) | (204.3) | 300.8 |
| 16 | Tax Loss (Income) Attributable to Non-taxable Partners (line 15 x 22.5%) | 3 | 60.3 | 86.8 | 73.1 | 46.0 | (67.7) |
| 17 | Tax Loss (Income) Attributable to Taxable Partners (line 15 x 77.5%) | 5 | 207.8 | 298.8 | 251.9 | 158.3 | (233.1) |
| 18 | Regulatory Taxable Income After Tax Loss Carry-Over Subject to Tax ((line 15 x 77.5%) + line 17) | 5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 19 | Regulatory Income Taxes - Federal (line 18 x line 24) | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 20 | Regulatory Income Taxes - Provincial (line 18 x line 25) | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 21 | Regulatory Income Taxes - SR&ED Investment Tax Credits | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 22 | Less: SR&ED Investment Tax Credits - Non-Controlling Partners (line 21 x 22.5%) | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 23 | Total Regulatory Income Taxes (line 19 + line 20 + line 21 - line 22) | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Income Tax Rate: | | | | | | |
| 24 | Federal Tax | | 15.00% | 15.00% | 15.00% | 15.00% | 15.00% |
| 25 | Provincial Tax net of Manufacturing & Processing Profits Deduction | | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% |
| 26 | Total Income Tax Rate | | 25.00% | 25.00% | 25.00% | 25.00% | 25.00% |

For notes see L-F4-CCC-084, Table 34.

Numbers may not add due to rounding.

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Table 33
2027 - 2031 Summary of DNNP Facilities Regulatory Losses for Taxable Partners - Updated for CEITC and RIIP Impacts (\$M)

| Line No. | Particulars | Note | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|-----------------------------------------------------------------------------------------------|------|---------|---------|---------|---------|---------|
| | | | (a) | (b) | (c) | (d) | (e) |
| 1 | Tax Loss attributable to Taxable Partners Brought Forward | | 0.0 | (207.8) | (506.7) | (758.5) | (916.9) |
| 2 | Income/(Loss) for the Year attributable to Taxable Partners | 1 | (207.8) | (298.8) | (251.9) | (158.3) | 0.0 |
| 3 | Tax Loss attributable to Taxable Partners Applied | 2 | 0.0 | 0.0 | 0.0 | 0.0 | 233.1 |
| 4 | Tax Loss attributable to Taxable Partners Carried Forward - (Line 1 + Line 2 + Line 3) | | (207.8) | (506.7) | (758.5) | (916.9) | (683.7) |

Notes:

- 1 Ex. L-F4-CCC-084, Table 32, line 17, col. (b) to (e), for 2027-2030.
- 2 Ex. L-F4-CCC-084, Table 32, line 17, col. (f) for 2031.

Table 34
 Notes to L-F4-CCC-084, Table 32
 Calculation of Regulatory Income Taxes for DNNP Facilities - Updated for CEITC and RIIP Impacts (\$M)
 Years Ending December 31, 2027-2031

Notes:
 1 Regulatory Earnings Before Tax for the Darlington New Nuclear Program from 2027 - 2031 are calculated as follows :

| Line No. | Item | Reference | 2027 Plan (a) | 2028 Plan (b) | 2029 Plan (c) | 2030 Plan (d) | 2031 Plan (e) |
|----------|-----------------------------------------------------------------------------|--------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| 1a | After Tax Return on Equity - Darlington New Nuclear Program | Ex. L-F4-CCC-084, Table 56, line 11 | 0.0 | 0.0 | 0.2 | 112.7 | 536.4 |
| 2a | Additions for Regulatory Tax Purposes | line 7 | 14.1 | 13.3 | 11.9 | 30.5 | 108.4 |
| 3a | Deductions for Regulatory Tax Purposes | line 14 | 282.3 | 398.9 | 337.1 | 347.5 | 344.0 |
| 4a | | line 1a + line 2a - line 3a | (268.2) | (385.6) | (325.0) | (204.3) | 300.8 |
| 5a | Regulatory Income Taxes - Federal | (lines 4a + 11a + line 21) x line 24/ (1 - line 26) | (40.2) | (57.8) | (48.7) | (30.6) | 45.1 |
| 6a | Regulatory Income Taxes - Provincial | (lines 4a + 11a + line 21) x line 25/ (1 - line 26) | (26.8) | (38.6) | (32.5) | (20.4) | 30.1 |
| 7a | Regulatory Income Taxes - SR&ED Investment Tax Credits | line 21 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 8a | Total Regulatory Income Taxes Before Loss Carry-Over | line 5a + line 6a + line 7a | (67.0) | (96.4) | (81.2) | (51.1) | 75.2 |
| 9a | Decrease in Regulatory Income Taxes Due to Tax Loss Carry-Over - Federal | (line 16 + line 17) x line 24 | 40.2 | 57.8 | 48.7 | 30.6 | (45.1) |
| 10a | Decrease in Regulatory Income Taxes Due to Tax Loss Carry-Over - Provincial | (line 16 + line 17) x line 25 | 26.8 | 38.6 | 32.5 | 20.4 | (30.1) |
| 11a | Reduction in Total Regulatory Income Taxes Due to Loss Carry-Over | line 9a + line 10a | 67.0 | 96.4 | 81.2 | 51.1 | (75.2) |
| 12a | Regulatory Income Taxes After Tax Loss Carry-Over - Federal | line 5a + line 9a | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 13a | Regulatory Income Taxes After Tax Loss Carry-Over - Provincial | line 6a + line 10a | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 14a | Regulatory Income Taxes - SR&ED Investment Tax Credits | line 7a | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 15a | Total Regulatory Income Taxes After Tax Loss Carry-Over | line 12a + line 13a + line 14a | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 16a | After Tax Return on Equity | line 1a | 0.0 | 0.0 | 0.2 | 112.7 | 536.4 |
| 17a | Add: Total Regulatory Income Taxes After Tax Loss Carry-Over | line 15a | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 18a | Regulatory Earnings Before Tax | line 16a + line 17a | 0.0 | 0.0 | 0.2 | 112.7 | 536.4 |

- 2 Amounts are from Ex. L-F4-CCC-084, Tables 49-53, col. (j) - (i).
- 3 As discussed in Ex. F4-2-1, section 3.1, in a situation where a tax loss is forecast in a given year(s) of the IR term, the loss is applied (carried back or carried forward) to reduce the DNNP's taxable income in other years of the IR term, with any remaining tax losses carried forward to future IR terms.
- 4 The DNNP facilities will pay OPG its attributed portion of OPG's pension and OPEB accrual costs under the respective agreements. As a result, its pension plan contributions and OPEB payments are equivalent to its pension and OPEB accrual.
- 5 DNNP LP is a limited partnership in which non-controlling investors hold a stake of 22.5% and as a result, are entitled to utilize the corresponding proportion of the entity's tax loss carry-over each year. Therefore, the DNNP facilities' revenue requirement only reflects the impact of the remaining 77.5% of tax loss carry-over each year.

Numbers may not add due to rounding.

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 Table 35

Table 35
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - Updated for CEITC and RIIP Impacts (\$M)
Year Ending December 31, 2025

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|--------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 1,857.0 | 180.5 | 67.5 | (0.1) | 0.0 | 0.0 | 2,037.5 | (33.8) | 2,071.2 | 4% | 0.0 | 82.8 | 1,954.6 |
| 2 | 1-rolling start | 215.4 | 42.8 | 17.5 | 0.0 | 0.0 | 0.0 | 258.2 | (8.8) | 267.0 | 4% | 0.0 | 10.7 | 247.5 |
| 3 | 1.1 | 74.2 | 19.3 | 7.7 | (0.0) | 0.0 | 0.0 | 93.5 | (3.9) | 97.4 | 6% | 0.0 | 5.8 | 87.7 |
| 4 | 1.1-rolling start | 0.0 | 4.4 | 1.8 | 0.0 | 0.0 | 0.0 | 4.4 | (0.9) | 5.3 | 6% | 0.0 | 0.3 | 4.1 |
| 5 | 2 | 899.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 899.5 | 0.0 | 899.5 | 6% | 0.0 | 54.0 | 845.5 |
| 6 | 3 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.2 | 5% | 0.0 | 0.0 | 0.2 |
| 7 | 6 | 6.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6.2 | 0.0 | 6.2 | 10% | 0.0 | 0.6 | 5.6 |
| 8 | 8 | 101.2 | 43.3 | 15.7 | (0.0) | 0.0 | 0.0 | 144.5 | (7.9) | 152.3 | 20% | 0.0 | 30.5 | 114.0 |
| 9 | 8-rolling start | 0.0 | 10.4 | 4.3 | 0.0 | 0.0 | 0.0 | 10.4 | (2.1) | 12.6 | 20% | 0.0 | 2.5 | 7.9 |
| 10 | 10 | 0.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.6 | (0.0) | 0.6 | 30% | 0.0 | 0.2 | 0.4 |
| 11 | 12 | 0.0 | 14.8 | 7.6 | 0.0 | 0.0 | 0.0 | 14.8 | 0.0 | 14.8 | 100% | 0.0 | 14.8 | 0.0 |
| 12 | 12-rolling start | 0.0 | 3.1 | 1.5 | 0.0 | 0.0 | 0.0 | 3.1 | 0.0 | 3.1 | 100% | 0.0 | 3.1 | 0.0 |
| 13 | 13 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | n/a | 0.0 | 0.0 | (0.0) |
| 14 | 14.1 | (0.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.1) | 0.0 | (0.1) | 5% | 0.0 | (0.0) | (0.1) |
| 15 | 17 | 429.5 | 62.6 | 11.5 | (0.0) | 0.0 | 0.0 | 492.1 | (5.7) | 497.8 | 8% | 0.0 | 39.8 | 452.3 |
| 16 | 17-rolling start | 0.0 | 19.4 | 7.9 | 0.0 | 0.0 | 0.0 | 19.4 | (4.0) | 23.3 | 8% | 0.0 | 1.9 | 17.5 |
| 17 | 42 | 3.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.1 | 0.0 | 3.1 | 12% | 0.0 | 0.4 | 2.7 |
| 18 | 43.1 | 0.0 | 23.2 | 22.5 | 0.0 | 0.0 | 0.0 | 23.2 | (53.5) | 76.8 | 30% | 0.0 | 23.0 | 0.2 |
| 19 | 43.1-rolling start | 0.0 | 10.1 | 10.1 | 0.0 | 0.0 | 0.0 | 10.1 | (23.5) | 33.6 | 30% | 0.0 | 10.1 | 0.0 |
| 20 | 43.2 | 7.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7.0 | 0.0 | 7.0 | 50% | 0.0 | 3.5 | 3.5 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.4 | 0.3 | 0.3 | 0.0 | 0.0 | 0.0 | 0.7 | (0.3) | 1.0 | 55% | 0.0 | 0.5 | 0.2 |
| 23 | Total | 3,594.2 | 434.2 | 175.9 | (0.1) | 0.0 | 0.0 | 4,028.2 | (144.3) | 4,172.5 | | 0.0 | 284.5 | 3,743.7 |

- Notes:
- Amounts are from Ex. F4-2-1, Table 13, col. (k).
 - Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.

Numbers may not add due to rounding.

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 Table 36

Table 36
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2026

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|--------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 1,954.6 | 193.9 | 191.0 | (1.9) | 0.0 | 0.0 | 2,146.7 | (95.5) | 2,242.2 | 4% | 0.0 | 89.7 | 2,057.0 |
| 2 | 1-rolling start | 247.5 | 30.0 | 30.0 | 0.0 | 0.0 | 0.0 | 277.6 | (15.0) | 292.6 | 4% | 0.0 | 11.7 | 265.9 |
| 3 | 1.1 | 87.7 | 20.3 | 20.0 | (0.2) | 0.0 | 0.0 | 107.8 | (10.0) | 117.8 | 6% | 0.0 | 7.1 | 100.7 |
| 4 | 1.1-rolling start | 4.1 | 3.1 | 3.1 | 0.0 | 0.0 | 0.0 | 7.1 | (1.5) | 8.7 | 6% | 0.0 | 0.5 | 6.6 |
| 5 | 2 | 845.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 845.5 | 0.0 | 845.5 | 6% | 0.0 | 50.7 | 794.8 |
| 6 | 3 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.2 | 5% | 0.0 | 0.0 | 0.2 |
| 7 | 6 | 5.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5.6 | 0.0 | 5.6 | 10% | 0.0 | 0.6 | 5.0 |
| 8 | 8 | 114.0 | 44.1 | 43.4 | (0.5) | 0.0 | 0.0 | 157.7 | (21.7) | 179.4 | 20% | 0.0 | 35.9 | 121.8 |
| 9 | 8-rolling start | 7.9 | 7.3 | 7.3 | 0.0 | 0.0 | 0.0 | 15.2 | (3.7) | 18.9 | 20% | 0.0 | 3.8 | 11.5 |
| 10 | 10 | 0.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.4 | (0.0) | 0.4 | 30% | 0.0 | 0.1 | 0.3 |
| 11 | 12 | 0.0 | 22.1 | 21.9 | 0.0 | 0.0 | 0.0 | 22.1 | 0.0 | 22.1 | 100% | 0.0 | 22.1 | 0.0 |
| 12 | 12-rolling start | 0.0 | 3.7 | 3.7 | 0.0 | 0.0 | 0.0 | 3.7 | 0.0 | 3.7 | 100% | 0.0 | 3.7 | 0.0 |
| 13 | 13 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | n/a | 0.0 | 0.0 | (0.0) |
| 14 | 14.1 | (0.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.1) | 0.0 | (0.1) | 5% | 0.0 | (0.0) | (0.1) |
| 15 | 17 | 452.3 | 69.8 | 68.5 | (0.9) | 0.0 | 0.0 | 521.2 | (34.2) | 555.4 | 8% | 0.0 | 44.4 | 476.8 |
| 16 | 17-rolling start | 17.5 | 13.6 | 13.6 | 0.0 | 0.0 | 0.0 | 31.1 | (6.8) | 37.9 | 8% | 0.0 | 3.0 | 28.1 |
| 17 | 42 | 2.7 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.7 | 0.0 | 2.7 | 12% | 0.0 | 0.3 | 2.4 |
| 18 | 43.1 | 0.2 | 163.1 | 163.1 | (0.5) | 0.0 | 0.0 | 162.8 | (380.7) | 543.5 | 30% | 0.0 | 162.8 | 0.0 |
| 19 | 43.1-rolling start | 0.0 | 51.2 | 51.2 | 0.0 | 0.0 | 0.0 | 51.2 | (119.4) | 170.6 | 30% | 0.0 | 51.2 | 0.0 |
| 20 | 43.2 | 3.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.5 | 0.0 | 3.5 | 50% | 0.0 | 1.7 | 1.7 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.2 | 0.3 | 0.3 | 0.0 | 0.0 | 0.0 | 0.5 | (0.3) | 0.8 | 55% | 0.0 | 0.4 | 0.1 |
| 23 | Total | 3,743.7 | 622.8 | 617.3 | (3.9) | 0.0 | 0.0 | 4,362.6 | (688.8) | 5,051.4 | | 0.0 | 489.9 | 3,872.7 |

Notes:

- Amounts are from Ex. L-F4-CCC-084, Table 35, col. (k).
- Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
- Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
- With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
- The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

Table 37
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - Updated for CEITC and RIIP Impacts (\$M)
Year Ending December 31, 2027

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|--------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|----------------------|-------------------------------------------|---------------------------------------------------------|----------|--------------------------|------------------------|-------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 2,057.0 | 266.5 | 266.5 | (3.0) | 0.0 | 0.0 | 2,320.5 | (133.2) | 2,453.8 | 4% | 0.0 | 98.2 | 2,222.4 |
| 2 | 1-rolling start | 265.9 | 162.4 | 162.4 | 0.0 | 0.0 | 0.0 | 428.3 | (81.2) | 509.5 | 4% | 0.0 | 20.4 | 407.9 |
| 3 | 1.1 | 100.7 | 28.4 | 28.4 | (0.3) | 0.0 | 0.0 | 128.9 | (14.2) | 143.1 | 6% | 0.0 | 8.6 | 120.3 |
| 4 | 1.1-rolling start | 6.6 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 23.2 | (8.3) | 31.5 | 6% | 0.0 | 1.9 | 21.3 |
| 5 | 2 | 794.8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 794.8 | 0.0 | 794.8 | 6% | 0.0 | 47.7 | 747.1 |
| 6 | 3 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.2 | 5% | 0.0 | 0.0 | 0.2 |
| 7 | 6 | 5.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5.0 | 0.0 | 5.0 | 10% | 0.0 | 0.5 | 4.5 |
| 8 | 8 | 121.8 | 63.5 | 63.5 | (0.7) | 0.0 | 0.0 | 184.5 | (31.7) | 216.3 | 20% | 0.0 | 43.3 | 141.3 |
| 9 | 8-rolling start | 11.5 | 39.6 | 39.6 | 0.0 | 0.0 | 0.0 | 51.1 | (19.8) | 70.8 | 20% | 0.0 | 14.2 | 36.9 |
| 10 | 10 | 0.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.3 | (0.0) | 0.3 | 30% | 0.0 | 0.1 | 0.2 |
| 11 | 12 | 0.0 | 26.2 | 26.2 | 0.0 | 0.0 | 0.0 | 26.2 | 0.0 | 26.2 | 100% | 0.0 | 26.2 | 0.0 |
| 12 | 12-rolling start | 0.0 | 18.5 | 18.5 | 0.0 | 0.0 | 0.0 | 18.5 | 0.0 | 18.5 | 100% | 0.0 | 18.5 | 0.0 |
| 13 | 13 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | n/a | 0.0 | 0.0 | (0.0) |
| 14 | 14.1 | (0.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.1) | 0.0 | (0.1) | 5% | 0.0 | (0.0) | (0.1) |
| 15 | 17 | 476.8 | 100.0 | 100.0 | (1.3) | 0.0 | 0.0 | 575.5 | (50.0) | 625.5 | 8% | 0.0 | 50.0 | 525.4 |
| 16 | 17-rolling start | 28.1 | 73.5 | 73.5 | 0.0 | 0.0 | 0.0 | 101.5 | (36.7) | 138.3 | 8% | 0.0 | 11.1 | 90.5 |
| 17 | 42 | 2.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.4 | 0.0 | 2.4 | 12% | 0.0 | 0.3 | 2.1 |
| 18 | 43.1 | 0.0 | 116.7 | 116.7 | (26.6) | 0.0 | 0.0 | 90.1 | (272.2) | 362.3 | 30% | 0.0 | 90.1 | 0.0 |
| 19 | 43.1-rolling start | 0.0 | 227.9 | 227.9 | 0.0 | 0.0 | 0.0 | 227.9 | (531.8) | 759.8 | 30% | 0.0 | 227.9 | 0.0 |
| 20 | 43.2 | 1.7 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.7 | 0.0 | 1.7 | 50% | 0.0 | 0.9 | 0.9 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.1 | 0.4 | 0.4 | 0.0 | 0.0 | 0.0 | 0.4 | (0.2) | 0.6 | 55% | 0.0 | 0.4 | 0.1 |
| 23 | Total | 3,872.7 | 1,140.3 | 1,140.3 | (31.9) | 0.0 | 0.0 | 4,981.1 | (1,179.5) | 6,160.6 | | 0.0 | 660.1 | 4,321.0 |

- Notes:
- Amounts are from Ex. L-F4-CCC-084, Table 36, col. (k).
 - Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
 - The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 38

Table 38
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2028

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|--------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 2,222.4 | 336.9 | 336.9 | (6.0) | 0.0 | 0.0 | 2,553.3 | (168.5) | 2,721.8 | 4% | 0.0 | 108.9 | 2,444.4 |
| 2 | 1-rolling start | 407.9 | 122.7 | 122.7 | 0.0 | 0.0 | 0.0 | 530.6 | (61.3) | 591.9 | 4% | 0.0 | 23.7 | 506.9 |
| 3 | 1.1 | 120.3 | 37.0 | 37.0 | (0.6) | 0.0 | 0.0 | 156.7 | (18.5) | 175.2 | 6% | 0.0 | 10.5 | 146.2 |
| 4 | 1.1-rolling start | 21.3 | 12.5 | 12.5 | 0.0 | 0.0 | 0.0 | 33.8 | (6.3) | 40.1 | 6% | 0.0 | 2.4 | 31.4 |
| 5 | 2 | 747.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 747.1 | 0.0 | 747.1 | 6% | 0.0 | 44.8 | 702.3 |
| 6 | 3 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.2 | 5% | 0.0 | 0.0 | 0.2 |
| 7 | 6 | 4.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4.5 | 0.0 | 4.5 | 10% | 0.0 | 0.5 | 4.1 |
| 8 | 8 | 141.3 | 84.0 | 84.0 | (1.5) | 0.0 | 0.0 | 223.9 | (42.0) | 265.9 | 20% | 0.0 | 53.2 | 170.7 |
| 9 | 8-rolling start | 36.9 | 29.9 | 29.9 | 0.0 | 0.0 | 0.0 | 66.8 | (15.0) | 81.7 | 20% | 0.0 | 16.3 | 50.4 |
| 10 | 10 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.2 | 30% | 0.0 | 0.1 | 0.2 |
| 11 | 12 | 0.0 | 28.7 | 28.7 | 0.0 | 0.0 | 0.0 | 28.7 | 0.0 | 28.7 | 100% | 0.0 | 28.7 | 0.0 |
| 12 | 12-rolling start | 0.0 | 15.1 | 15.1 | 0.0 | 0.0 | 0.0 | 15.1 | 0.0 | 15.1 | 100% | 0.0 | 15.1 | 0.0 |
| 13 | 13 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | n/a | 0.0 | 0.0 | (0.0) |
| 14 | 14.1 | (0.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.1) | 0.0 | (0.1) | 5% | 0.0 | (0.0) | (0.1) |
| 15 | 17 | 525.4 | 126.6 | 126.6 | (2.7) | 0.0 | 0.0 | 649.4 | (63.3) | 712.7 | 8% | 0.0 | 57.0 | 592.3 |
| 16 | 17-rolling start | 90.5 | 55.5 | 55.5 | 0.0 | 0.0 | 0.0 | 146.0 | (27.8) | 173.7 | 8% | 0.0 | 13.9 | 132.1 |
| 17 | 42 | 2.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.1 | 0.0 | 2.1 | 12% | 0.0 | 0.3 | 1.8 |
| 18 | 43.1 | 0.0 | 17.2 | 17.2 | (42.8) | 0.0 | 0.0 | (25.6) | (40.2) | 14.6 | 30% | 25.6 | 0.0 | 0.0 |
| 19 | 43.1-rolling start | 0.0 | 202.4 | 202.4 | 0.0 | 0.0 | 0.0 | 202.4 | (472.2) | 674.5 | 30% | 0.0 | 202.4 | 0.0 |
| 20 | 43.2 | 0.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.9 | 0.0 | 0.9 | 50% | 0.0 | 0.4 | 0.4 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.1 | 0.5 | 0.5 | 0.0 | 0.0 | 0.0 | 0.5 | (0.2) | 0.8 | 55% | 0.0 | 0.4 | 0.1 |
| 23 | Total | 4,321.0 | 1,069.1 | 1,069.1 | (53.6) | 0.0 | 0.0 | 5,336.4 | (915.2) | 6,251.6 | | 25.6 | 578.5 | 4,783.6 |

Notes:

- Amounts are from Ex. L-F4-CCC-084, Table 37, col. (k).
- Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
- Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
- With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
- The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

Table 39
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - Updated for CEITC and RIIP Impacts (\$M)
Year Ending December 31, 2029

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|--------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|----------------------|-------------------------------------------|---------------------------------------------------------|----------|--------------------------|------------------------|-------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 2,444.4 | 473.9 | 473.9 | (11.4) | 0.0 | 0.0 | 2,906.9 | (236.9) | 3,143.8 | 4% | 0.0 | 125.8 | 2,781.1 |
| 2 | 1-rolling start | 506.9 | 129.7 | 129.7 | 0.0 | 0.0 | 0.0 | 636.6 | (64.9) | 701.5 | 4% | 0.0 | 28.1 | 608.6 |
| 3 | 1.1 | 146.2 | 51.2 | 51.2 | (1.2) | 0.0 | 0.0 | 196.2 | (25.6) | 221.8 | 6% | 0.0 | 13.3 | 182.9 |
| 4 | 1.1-rolling start | 31.4 | 13.3 | 13.3 | 0.0 | 0.0 | 0.0 | 44.7 | (6.6) | 51.3 | 6% | 0.0 | 3.1 | 41.6 |
| 5 | 2 | 702.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 702.3 | 0.0 | 702.3 | 6% | 0.0 | 42.1 | 660.2 |
| 6 | 3 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.2 | 5% | 0.0 | 0.0 | 0.2 |
| 7 | 6 | 4.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4.1 | 0.0 | 4.1 | 10% | 0.0 | 0.4 | 3.7 |
| 8 | 8 | 170.7 | 117.9 | 117.9 | (2.8) | 0.0 | 0.0 | 285.8 | (58.9) | 344.7 | 20% | 0.0 | 68.9 | 216.8 |
| 9 | 8-rolling start | 50.4 | 31.6 | 31.6 | 0.0 | 0.0 | 0.0 | 82.1 | (15.8) | 97.9 | 20% | 0.0 | 19.6 | 62.5 |
| 10 | 10 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | (0.0) | 0.2 | 30% | 0.0 | 0.1 | 0.1 |
| 11 | 12 | 0.0 | 37.4 | 37.4 | 0.0 | 0.0 | 0.0 | 37.4 | 0.0 | 37.4 | 100% | 0.0 | 37.4 | 0.0 |
| 12 | 12-rolling start | 0.0 | 8.3 | 8.3 | 0.0 | 0.0 | 0.0 | 8.3 | 0.0 | 8.3 | 100% | 0.0 | 8.3 | 0.0 |
| 13 | 13 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | n/a | 0.0 | 0.0 | (0.0) |
| 14 | 14.1 | (0.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.1) | 0.0 | (0.1) | 5% | 0.0 | (0.0) | (0.1) |
| 15 | 17 | 592.3 | 188.0 | 188.0 | (5.2) | 0.0 | 0.0 | 775.1 | (94.0) | 869.1 | 8% | 0.0 | 69.5 | 705.6 |
| 16 | 17-rolling start | 132.1 | 58.7 | 58.7 | 0.0 | 0.0 | 0.0 | 190.8 | (29.3) | 220.1 | 8% | 0.0 | 17.6 | 173.2 |
| 17 | 42 | 1.8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.8 | 0.0 | 1.8 | 12% | 0.0 | 0.2 | 1.6 |
| 18 | 43.1 | 0.0 | 0.2 | 0.2 | (27.3) | 0.0 | 0.0 | (27.0) | (0.6) | (26.5) | 30% | 27.0 | | 0.0 |
| 19 | 43.1-rolling start | 0.0 | 0.7 | 0.7 | 0.0 | 0.0 | 0.0 | 0.7 | (1.7) | 2.5 | 30% | 0.0 | 0.7 | 0.0 |
| 20 | 43.2 | 0.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.4 | 0.0 | 0.4 | 50% | 0.0 | 0.2 | 0.2 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.1 | 0.5 | 0.5 | 0.0 | 0.0 | 0.0 | 0.7 | (0.3) | 0.9 | 55% | 0.0 | 0.5 | 0.1 |
| 23 | Total | 4,783.6 | 1,111.4 | 1,111.4 | (47.8) | 0.0 | 0.0 | 5,847.1 | (534.6) | 6,381.7 | | 27.0 | 435.8 | 5,438.3 |

- Notes:
- Amounts are from Ex. L-F4-CCC-084, Table 38, col. (k).
 - Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
 - The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 40

Table 40
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - Updated for CEITC and RIIP Impacts (\$M)
Year Ending December 31, 2030

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|--------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 2,781.1 | 306.6 | 306.6 | (12.1) | 0.0 | 0.0 | 3,075.5 | | 3,075.5 | 4% | 0.0 | 123.0 | 2,952.5 |
| 2 | 1-rolling start | 608.6 | 108.3 | 108.3 | 0.0 | 0.0 | 0.0 | 716.9 | | 716.9 | 4% | 0.0 | 28.7 | 688.2 |
| 3 | 1.1 | 182.9 | 34.0 | 34.0 | (1.2) | 0.0 | 0.0 | 215.7 | | 215.7 | 6% | 0.0 | 12.9 | 202.8 |
| 4 | 1.1-rolling start | 41.6 | 11.1 | 11.1 | 0.0 | 0.0 | 0.0 | 52.7 | | 52.7 | 6% | 0.0 | 3.2 | 49.5 |
| 5 | 2 | 660.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 660.2 | | 660.2 | 6% | 0.0 | 39.6 | 620.5 |
| 6 | 3 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | | 0.2 | 5% | 0.0 | 0.0 | 0.2 |
| 7 | 6 | 3.7 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.7 | | 3.7 | 10% | 0.0 | 0.4 | 3.3 |
| 8 | 8 | 216.8 | 76.9 | 76.9 | (3.0) | 0.0 | 0.0 | 290.8 | | 290.8 | 20% | 0.0 | 58.2 | 232.6 |
| 9 | 8-rolling start | 62.5 | 26.4 | 26.4 | 0.0 | 0.0 | 0.0 | 88.9 | | 88.9 | 20% | 0.0 | 17.8 | 71.1 |
| 10 | 10 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | | 0.1 | 30% | 0.0 | 0.0 | 0.1 |
| 11 | 12 | 0.0 | 27.4 | 27.4 | 0.0 | 0.0 | 0.0 | 27.4 | | 27.4 | 100% | 0.0 | 27.4 | 0.0 |
| 12 | 12-rolling start | 0.0 | 6.9 | 6.9 | 0.0 | 0.0 | 0.0 | 6.9 | | 6.9 | 100% | 0.0 | 6.9 | 0.0 |
| 13 | 13 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | | (0.0) | n/a | 0.0 | 0.0 | (0.0) |
| 14 | 14.1 | (0.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.1) | | (0.1) | 5% | 0.0 | (0.0) | (0.1) |
| 15 | 17 | 705.6 | 112.6 | 112.6 | (5.5) | 0.0 | 0.0 | 812.7 | | 812.7 | 8% | 0.0 | 65.0 | 747.6 |
| 16 | 17-rolling start | 173.2 | 49.0 | 49.0 | 0.0 | 0.0 | 0.0 | 222.2 | | 222.2 | 8% | 0.0 | 17.8 | 204.4 |
| 17 | 42 | 1.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.6 | | 1.6 | 12% | 0.0 | 0.2 | 1.4 |
| 18 | 43.1 | 0.0 | 0.2 | 0.2 | (0.1) | 0.0 | 0.0 | 0.1 | (0.3) | 0.4 | 30% | 0.0 | 0.1 | (0.0) |
| 19 | 43.1-rolling start | 0.0 | (0.2) | (0.2) | 0.0 | 0.0 | 0.0 | (0.2) | 0.0 | (0.2) | 30% | 0.2 | 0.0 | (0.0) |
| 20 | 43.2 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | | 0.2 | 50% | 0.0 | 0.1 | 0.1 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.1 | 0.5 | 0.5 | 0.0 | 0.0 | 0.0 | 0.7 | | 0.7 | 55% | 0.0 | 0.4 | 0.3 |
| 23 | Total | 5,438.3 | 759.7 | 759.7 | (21.9) | 0.0 | 0.0 | 6,176.0 | (0.3) | 6,176.4 | | 0.2 | 401.7 | 5,774.6 |

- Notes:
- Amounts are from Ex. L-F4-CCC-084, Table 39, col. (k).
 - Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
 - The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 41

Table 41
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Hydroelectric Operations - Updated for CEITC and RIIP Impacts (\$M)
Year Ending December 31, 2031

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|--------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 2,952.5 | 353.8 | 353.8 | (10.3) | 0.0 | 0.0 | 3,296.0 | | 3,296.0 | 4% | 0.0 | 131.8 | 3,164.1 |
| 2 | 1-rolling start | 688.2 | 125.4 | 125.4 | 0.0 | 0.0 | 0.0 | 813.6 | | 813.6 | 4% | 0.0 | 32.5 | 781.1 |
| 3 | 1.1 | 202.8 | 38.7 | 38.7 | (1.1) | 0.0 | 0.0 | 240.4 | | 240.4 | 6% | 0.0 | 14.4 | 226.0 |
| 4 | 1.1-rolling start | 49.5 | 12.8 | 12.8 | 0.0 | 0.0 | 0.0 | 62.3 | | 62.3 | 6% | 0.0 | 3.7 | 58.6 |
| 5 | 2 | 620.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 620.5 | | 620.5 | 6% | 0.0 | 37.2 | 583.3 |
| 6 | 3 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | | 0.2 | 5% | 0.0 | 0.0 | 0.1 |
| 7 | 6 | 3.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.3 | | 3.3 | 10% | 0.0 | 0.3 | 3.0 |
| 8 | 8 | 232.6 | 88.2 | 88.2 | (2.5) | 0.0 | 0.0 | 318.3 | | 318.3 | 20% | 0.0 | 63.7 | 254.6 |
| 9 | 8-rolling start | 71.1 | 30.6 | 30.6 | 0.0 | 0.0 | 0.0 | 101.7 | | 101.7 | 20% | 0.0 | 20.3 | 81.3 |
| 10 | 10 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | | 0.1 | 30% | 0.0 | 0.0 | 0.1 |
| 11 | 12 | 0.0 | 30.9 | 30.9 | 0.0 | 0.0 | 0.0 | 30.9 | | 30.9 | 100% | 0.0 | 30.9 | 0.0 |
| 12 | 12-rolling start | 0.0 | 8.0 | 8.0 | 0.0 | 0.0 | 0.0 | 8.0 | | 8.0 | 100% | 0.0 | 8.0 | 0.0 |
| 13 | 13 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | | (0.0) | n/a | 0.0 | 0.0 | (0.0) |
| 14 | 14.1 | (0.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.1) | | (0.1) | 5% | 0.0 | (0.0) | (0.1) |
| 15 | 17 | 747.6 | 134.4 | 134.4 | (4.7) | 0.0 | 0.0 | 877.4 | | 877.4 | 8% | 0.0 | 70.2 | 807.2 |
| 16 | 17-rolling start | 204.4 | 56.8 | 56.8 | 0.0 | 0.0 | 0.0 | 261.2 | | 261.2 | 8% | 0.0 | 20.9 | 240.3 |
| 17 | 42 | 1.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.4 | | 1.4 | 12% | 0.0 | 0.2 | 1.3 |
| 18 | 43.1 | (0.0) | (0.0) | (0.0) | 0.0 | 0.0 | 0.0 | (0.1) | 0.0 | (0.1) | 30% | 0.0 | (0.0) | (0.0) |
| 19 | 43.1-rolling start | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 30% | 0.0 | (0.0) | (0.0) |
| 20 | 43.2 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | | 0.1 | 50% | 0.0 | 0.1 | 0.1 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.3 | 0.5 | 0.5 | 0.0 | 0.0 | 0.0 | 0.9 | | 0.9 | 55% | 0.0 | 0.5 | 0.4 |
| 23 | Total | 5,774.6 | 880.1 | 880.1 | (18.6) | 0.0 | 0.0 | 6,636.2 | 0.0 | 6,636.2 | | 0.0 | 434.8 | 6,201.4 |

- Notes:
- 1 Amounts are from Ex. L-F4-CCC-084, Table 40, col. (k).
 - 2 Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - 3 Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - 4 With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
 - 5 The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Table 42
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2025

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁷ | Net Adjustments | Proceeds of Dispositions ⁶ | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss ⁵ | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-----------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|---------------------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|---------------------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 1,112.6 | 30.1 | 0.0 | (0.1) | 0.0 | 0.0 | 1,142.7 | 0.0 | 1,142.7 | 4% | 0.0 | 45.7 | 1,097.0 |
| 2 | 1-DNNP | 25.4 | 0.0 | 0.0 | 0.0 | 0.0 | 26.5 | (1.1) | 0.0 | (1.1) | 4% | 1.1 | 0.0 | 0.0 |
| 3 | 1-rolling start | 108.4 | 35.4 | 0.0 | 0.0 | 0.0 | 0.0 | 143.8 | 0.0 | 143.8 | 4% | 0.0 | 5.8 | 138.0 |
| 4 | 1-rolling start DNNP | 25.4 | 0.0 | 0.0 | 0.0 | 0.0 | 26.5 | (1.1) | 0.0 | (1.1) | 4% | 1.1 | 0.0 | 0.0 |
| 5 | 1.1 | 540.1 | 34.7 | 0.6 | (0.1) | 0.0 | 0.0 | 574.8 | (0.3) | 575.0 | 6% | 0.0 | 34.5 | 540.3 |
| 6 | 1.1-rolling start | 194.9 | 32.7 | 0.0 | 0.0 | 0.0 | 0.0 | 227.7 | 0.0 | 227.7 | 6% | 0.0 | 13.7 | 214.0 |
| 7 | 2 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 6% | 0.0 | (0.0) | (0.0) |
| 8 | 3 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 5% | 0.0 | (0.0) | (0.0) |
| 9 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 10 | 8 | 348.6 | 78.5 | 9.4 | (0.2) | 0.0 | 0.0 | 426.9 | (4.7) | 431.6 | 20% | 0.0 | 86.3 | 340.6 |
| 11 | 8-rolling start | 15.7 | 66.1 | 0.0 | 0.0 | 0.0 | 0.0 | 81.8 | 0.0 | 81.8 | 20% | 0.0 | 16.4 | 65.4 |
| 12 | 10 | 5.3 | 3.8 | 3.8 | 0.0 | 0.0 | 0.0 | 9.1 | (1.9) | 11.0 | 30% | 0.0 | 3.3 | 5.8 |
| 13 | 12 | 0.0 | 77.7 | 43.5 | 0.0 | 0.0 | 0.0 | 77.7 | 0.0 | 77.7 | 100% | 0.0 | 77.7 | 0.0 |
| 14 | 12-rolling start | 0.0 | 32.7 | 0.0 | 0.0 | 0.0 | 0.0 | 32.7 | 0.0 | 32.7 | 100% | 0.0 | 32.7 | 0.0 |
| 15 | 13 | 0.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.3 | 0.0 | 0.3 | n/a | 0.0 | 0.1 | 0.2 |
| 16 | 14.1 | 4.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4.2 | 0.0 | 4.2 | 7% | 0.0 | 0.3 | 3.9 |
| 17 | 14.1 | 11.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 11.5 | 0.0 | 11.5 | 5% | 0.0 | 0.6 | 10.9 |
| 18 | 17 | 5,674.8 | 853.2 | 728.0 | (0.3) | 0.0 | 0.0 | 6,527.7 | (364.0) | 6,891.7 | 8% | 0.0 | 551.3 | 5,976.4 |
| 19 | 17-DNNP | 105.7 | 0.0 | 0.0 | 0.0 | 0.0 | 114.9 | (9.2) | 0.0 | (9.2) | 8% | 9.2 | 0.0 | 0.0 |
| 20 | 17-rolling start | 846.3 | 117.4 | 0.0 | 0.0 | 0.0 | 0.0 | 963.7 | (0.0) | 963.7 | 8% | 0.0 | 77.1 | 886.6 |
| 21 | 17-rolling start DNNP | 105.7 | 0.0 | 0.0 | 0.0 | 0.0 | 114.9 | (9.2) | 0.0 | (9.2) | 8% | 9.2 | 0.0 | 0.0 |
| 22 | 26 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 23 | 42 | 24.1 | (0.1) | (0.1) | 0.0 | 0.0 | 0.0 | 24.0 | 0.0 | 24.0 | 12% | 0.0 | 2.9 | 21.2 |
| 24 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 25 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 26 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 27 | 50 | 2.4 | 1.7 | 1.7 | 0.0 | 0.0 | 0.0 | 4.1 | (1.4) | 5.4 | 55% | 0.0 | 3.0 | 1.1 |
| 28 | Total | 9,151.5 | 1,363.9 | 786.9 | (0.6) | 0.0 | 282.7 | 10,232.1 | (372.2) | 10,604.3 | | 20.5 | 951.3 | 9,301.3 |

Notes:

- Amounts are from Ex. F4-2-1, Table 25, col. (k).
- Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
- Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
- With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
- As discussed in Ex. L-A1-CCC-010, in December 2025 OPG transferred assets related to the DNNP facilities to DNNP LP. The transfer of these resulted in taxable income in the form of recapture of \$20.5M to OPG for CCA claimed previously (and credited in the Nuclear Development Variance Account) for the DNNP facilities, which will be offset by higher CCA claims within DNNP LP.
- Represents the capital cost of assets related to the DNNP facilities that OPG transferred to DNNP LP in December 2025. Refer to discussion in Ex. L-A1-CCC-010.
- The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 43

Table 43
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2026

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-----------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 1,097.0 | 128.1 | 101.3 | (0.2) | 0.0 | 0.0 | 1,224.8 | (50.6) | 1,275.5 | 4% | 0.0 | 51.0 | 1,173.8 |
| 2 | 1-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1-rolling start | 138.0 | 40.5 | 23.2 | 0.0 | 0.0 | 0.0 | 178.6 | (11.6) | 190.2 | 4% | 0.0 | 7.6 | 171.0 |
| 4 | 1-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 5 | 1.1 | 540.3 | 58.2 | 51.2 | (0.2) | 0.0 | 0.0 | 598.3 | (25.6) | 623.9 | 6% | 0.0 | 37.4 | 560.8 |
| 6 | 1.1-rolling start | 214.0 | 10.3 | 8.9 | 0.0 | 0.0 | 0.0 | 224.3 | (4.4) | 228.7 | 6% | 0.0 | 13.7 | 210.5 |
| 7 | 2 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 6% | 0.0 | (0.0) | (0.0) |
| 8 | 3 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 5% | 0.0 | (0.0) | (0.0) |
| 9 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 10 | 8 | 340.6 | 117.8 | 101.8 | (0.4) | 0.0 | 0.0 | 458.0 | (50.9) | 508.9 | 20% | 0.0 | 101.8 | 356.2 |
| 11 | 8-rolling start | 65.4 | 24.1 | 19.5 | 0.0 | 0.0 | 0.0 | 89.5 | (9.7) | 99.2 | 20% | 0.0 | 19.8 | 69.6 |
| 12 | 10 | 5.8 | 1.0 | 1.0 | 0.0 | 0.0 | 0.0 | 6.7 | (0.5) | 7.2 | 30% | 0.0 | 2.2 | 4.6 |
| 13 | 12 | 0.0 | 113.0 | 105.9 | 0.0 | 0.0 | 0.0 | 113.0 | 0.0 | 113.0 | 100% | 0.0 | 113.0 | 0.0 |
| 14 | 12-rolling start | 0.0 | 10.3 | 8.9 | 0.0 | 0.0 | 0.0 | 10.3 | 0.0 | 10.3 | 100% | 0.0 | 10.3 | 0.0 |
| 15 | 13 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.2 | n/a | 0.0 | 0.1 | 0.1 |
| 16 | 14.1 | 3.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.9 | 0.0 | 3.9 | 7% | 0.0 | 0.3 | 3.6 |
| 17 | 14.1 | 10.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10.9 | 0.0 | 10.9 | 5% | 0.0 | 0.5 | 10.4 |
| 18 | 17 | 5,976.4 | 761.4 | 580.7 | (0.7) | 0.0 | 0.0 | 6,737.1 | (290.3) | 7,027.5 | 8% | 0.0 | 562.2 | 6,174.9 |
| 19 | 17-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 20 | 17-rolling start | 886.6 | 372.4 | 209.6 | 0.0 | 0.0 | 0.0 | 1,259.0 | (104.8) | 1,363.9 | 8% | 0.0 | 109.1 | 1,149.9 |
| 21 | 17-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 22 | 26 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 23 | 42 | 21.2 | (0.1) | (0.1) | 0.0 | 0.0 | 0.0 | 21.1 | 0.0 | 21.1 | 12% | 0.0 | 2.5 | 18.6 |
| 24 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 25 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 26 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 27 | 50 | 1.1 | 1.3 | 1.3 | 0.0 | 0.0 | 0.0 | 2.3 | (1.0) | 3.4 | 55% | 0.0 | 1.9 | 0.5 |
| 28 | Total | 9,301.3 | 1,638.2 | 1,213.2 | (1.5) | 0.0 | 0.0 | 10,938.0 | (549.6) | 11,487.6 | | 0.0 | 1,033.4 | 9,904.6 |

Notes:

- Amounts are from Ex. L-F4-CCC-084, Table 42, col. (k).
- Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
- Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
- With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out. The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 44

Table 44
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2027

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-----------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 1,173.8 | 232.6 | 232.6 | (7.9) | 0.0 | 0.0 | 1,398.5 | (116.3) | 1,514.8 | 4% | 0.0 | 60.6 | 1,337.9 |
| 2 | 1-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1-rolling start | 171.0 | 152.5 | 152.5 | 0.0 | 0.0 | 0.0 | 323.5 | (76.3) | 399.7 | 4% | 0.0 | 16.0 | 307.5 |
| 4 | 1-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 5 | 1.1 | 560.8 | 89.1 | 89.1 | (1.8) | 0.0 | 0.0 | 648.1 | (44.5) | 692.7 | 6% | 0.0 | 41.6 | 606.6 |
| 6 | 1.1-rolling start | 210.5 | 21.0 | 21.0 | 0.0 | 0.0 | 0.0 | 231.5 | (10.5) | 242.0 | 6% | 0.0 | 14.5 | 217.0 |
| 7 | 2 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 6% | 0.0 | (0.0) | (0.0) |
| 8 | 3 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 5% | 0.0 | (0.0) | (0.0) |
| 9 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 10 | 8 | 356.2 | 189.5 | 189.5 | (4.3) | 0.0 | 0.0 | 541.4 | (94.7) | 636.1 | 20% | 0.0 | 127.2 | 414.2 |
| 11 | 8-rolling start | 69.6 | 56.8 | 56.8 | 0.0 | 0.0 | 0.0 | 126.5 | (28.4) | 154.9 | 20% | 0.0 | 31.0 | 95.5 |
| 12 | 10 | 4.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4.6 | 0.0 | 4.6 | 30% | 0.0 | 1.4 | 3.2 |
| 13 | 12 | 0.0 | 147.7 | 147.7 | 0.0 | 0.0 | 0.0 | 147.7 | 0.0 | 147.7 | 100% | 0.0 | 147.7 | 0.0 |
| 14 | 12-rolling start | 0.0 | 21.0 | 21.0 | 0.0 | 0.0 | 0.0 | 21.0 | 0.0 | 21.0 | 100% | 0.0 | 21.0 | 0.0 |
| 15 | 13 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.1 | n/a | 0.0 | 0.0 | 0.0 |
| 16 | 14.1 | 3.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.6 | 0.0 | 3.6 | 7% | 0.0 | 0.3 | 3.4 |
| 17 | 14.1 | 10.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10.4 | 0.0 | 10.4 | 5% | 0.0 | 0.5 | 9.9 |
| 18 | 17 | 6,174.9 | 1,600.0 | 1,600.0 | (315.6) | 0.0 | 0.0 | 7,459.4 | (800.0) | 8,259.4 | 8% | 0.0 | 660.8 | 6,798.6 |
| 19 | 17-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 20 | 17-rolling start | 1,149.9 | 1,414.7 | 1,414.7 | 0.0 | 0.0 | 0.0 | 2,564.7 | (707.4) | 3,272.0 | 8% | 0.0 | 261.8 | 2,302.9 |
| 21 | 17-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 22 | 26 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 23 | 42 | 18.6 | (0.1) | (0.1) | 0.0 | 0.0 | 0.0 | 18.5 | 0.0 | 18.5 | 12% | 0.0 | 2.2 | 16.3 |
| 24 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 25 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 26 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 27 | 50 | 0.5 | 1.6 | 1.6 | 0.0 | 0.0 | 0.0 | 2.1 | (0.8) | 2.9 | 55% | 0.0 | 1.6 | 0.5 |
| 28 | Total | 9,904.6 | 3,926.4 | 3,926.4 | (329.6) | 0.0 | 0.0 | 13,501.5 | (1,878.9) | 15,380.3 | | 0.0 | 1,388.1 | 12,113.4 |

Notes:

- Amounts are from Ex. L-F4-CCC-084, Table 43, col. (k).
- Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
- Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
- With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out. The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 45

Table 45
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2028

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-----------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 1,337.9 | 345.6 | 345.6 | (34.1) | 0.0 | 0.0 | 1,649.4 | (172.8) | 1,822.2 | 4% | 0.0 | 72.9 | 1,576.5 |
| 2 | 1-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1-rolling start | 307.5 | 273.0 | 273.0 | 0.0 | 0.0 | 0.0 | 580.4 | (136.5) | 716.9 | 4% | 0.0 | 28.7 | 551.8 |
| 4 | 1-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 5 | 1.1 | 606.6 | 80.9 | 80.9 | (3.2) | 0.0 | 0.0 | 684.2 | (40.4) | 724.6 | 6% | 0.0 | 43.5 | 640.7 |
| 6 | 1.1-rolling start | 217.0 | 35.2 | 35.2 | 0.0 | 0.0 | 0.0 | 252.2 | (17.6) | 269.8 | 6% | 0.0 | 16.2 | 236.0 |
| 7 | 2 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 6% | 0.0 | (0.0) | (0.0) |
| 8 | 3 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 5% | 0.0 | (0.0) | (0.0) |
| 9 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 10 | 8 | 414.2 | 185.0 | 185.0 | (10.0) | 0.0 | 0.0 | 589.2 | (92.5) | 681.6 | 20% | 0.0 | 136.3 | 452.8 |
| 11 | 8-rolling start | 95.5 | 97.4 | 97.4 | 0.0 | 0.0 | 0.0 | 192.9 | (48.7) | 241.5 | 20% | 0.0 | 48.3 | 144.6 |
| 12 | 10 | 3.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.2 | 0.0 | 3.2 | 30% | 0.0 | 1.0 | 2.2 |
| 13 | 12 | 0.0 | 144.3 | 144.3 | 0.0 | 0.0 | 0.0 | 144.3 | 0.0 | 144.3 | 100% | 0.0 | 144.3 | 0.0 |
| 14 | 12-rolling start | 0.0 | 35.2 | 35.2 | 0.0 | 0.0 | 0.0 | 35.2 | 0.0 | 35.2 | 100% | 0.0 | 35.2 | 0.0 |
| 15 | 13 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | n/a | 0.0 | 0.0 | 0.0 |
| 16 | 14.1 | 3.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.4 | 0.0 | 3.4 | 7% | 0.0 | 0.2 | 3.1 |
| 17 | 14.1 | 9.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 9.9 | 0.0 | 9.9 | 5% | 0.0 | 0.5 | 9.4 |
| 18 | 17 | 6,798.6 | 3,032.1 | 3,032.1 | (327.6) | 0.0 | 0.0 | 9,503.1 | (1,516.0) | 11,019.1 | 8% | 0.0 | 881.5 | 8,621.6 |
| 19 | 17-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 20 | 17-rolling start | 2,302.9 | 2,632.9 | 2,632.9 | 0.0 | 0.0 | 0.0 | 4,935.8 | (1,316.5) | 6,252.3 | 8% | 0.0 | 500.2 | 4,435.7 |
| 21 | 17-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 22 | 26 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 23 | 42 | 16.3 | (0.1) | (0.1) | 0.0 | 0.0 | 0.0 | 16.2 | 0.0 | 16.2 | 12% | 0.0 | 1.9 | 14.3 |
| 24 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 25 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 26 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 27 | 50 | 0.5 | 2.1 | 2.1 | 0.0 | 0.0 | 0.0 | 2.6 | (1.1) | 3.7 | 55% | 0.0 | 2.0 | 0.6 |
| 28 | Total | 12,113.4 | 6,863.6 | 6,863.6 | (374.9) | 0.0 | 0.0 | 18,602.0 | (3,342.0) | 21,944.1 | | 0.0 | 1,912.8 | 16,689.2 |

- Notes:
- 1 Amounts are from Ex. L-F4-CCC-084, Table 44, col. (k).
 - 2 Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - 3 Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - 4 With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
 - 5 The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 46

Table 46
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2029

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-----------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 1,576.5 | 383.3 | 383.3 | (63.3) | 0.0 | 0.0 | 1,896.5 | (191.7) | 2,088.2 | 4% | 0.0 | 83.5 | 1,813.0 |
| 2 | 1-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1-rolling start | 551.8 | 222.6 | 222.6 | 0.0 | 0.0 | 0.0 | 774.4 | (111.3) | 885.7 | 4% | 0.0 | 35.4 | 738.9 |
| 4 | 1-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 5 | 1.1 | 640.7 | 57.0 | 57.0 | (3.8) | 0.0 | 0.0 | 693.9 | (28.5) | 722.4 | 6% | 0.0 | 43.3 | 650.6 |
| 6 | 1.1-rolling start | 236.0 | 23.5 | 23.5 | 0.0 | 0.0 | 0.0 | 259.6 | (11.8) | 271.3 | 6% | 0.0 | 16.3 | 243.3 |
| 7 | 2 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 6% | 0.0 | (0.0) | (0.0) |
| 8 | 3 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | 0.0 | (0.0) | 5% | 0.0 | (0.0) | (0.0) |
| 9 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 10 | 8 | 452.8 | 137.5 | 137.5 | (14.3) | 0.0 | 0.0 | 576.1 | (68.8) | 644.8 | 20% | 0.0 | 129.0 | 447.1 |
| 11 | 8-rolling start | 144.6 | 69.5 | 69.5 | 0.0 | 0.0 | 0.0 | 214.0 | (34.7) | 248.8 | 20% | 0.0 | 49.8 | 164.3 |
| 12 | 10 | 2.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.2 | 0.0 | 2.2 | 30% | 0.0 | 0.7 | 1.6 |
| 13 | 12 | 0.0 | 125.8 | 125.8 | 0.0 | 0.0 | 0.0 | 125.8 | 0.0 | 125.8 | 100% | 0.0 | 125.8 | 0.0 |
| 14 | 12-rolling start | 0.0 | 23.5 | 23.5 | 0.0 | 0.0 | 0.0 | 23.5 | 0.0 | 23.5 | 100% | 0.0 | 23.5 | 0.0 |
| 15 | 13 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | n/a | 0.0 | 0.0 | 0.0 |
| 16 | 14.1 | 3.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3.1 | | 3.1 | 7% | 0.0 | 0.2 | 2.9 |
| 17 | 14.1 | 9.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 9.4 | 0.0 | 9.4 | 5% | 0.0 | 0.5 | 8.9 |
| 18 | 17 | 8,621.6 | 3,659.4 | 3,659.4 | (642.8) | 0.0 | 0.0 | 11,638.2 | (1,829.7) | 13,467.9 | 8% | 0.0 | 1,077.4 | 10,560.7 |
| 19 | 17-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 20 | 17-rolling start | 4,435.7 | 2,234.9 | 2,234.9 | 0.0 | 0.0 | 0.0 | 6,670.5 | (1,117.4) | 7,787.9 | 8% | 0.0 | 623.0 | 6,047.5 |
| 21 | 17-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 22 | 26 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 23 | 42 | 14.3 | (0.1) | (0.1) | 0.0 | 0.0 | 0.0 | 14.2 | 0.0 | 14.2 | 12% | 0.0 | 1.7 | 12.5 |
| 24 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 25 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 26 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 27 | 50 | 0.6 | 2.9 | 2.9 | 0.0 | 0.0 | 0.0 | 3.5 | (1.5) | 5.0 | 55% | 0.0 | 2.7 | 0.8 |
| 28 | Total | 16,689.2 | 6,939.9 | 6,939.9 | (724.1) | 0.0 | 0.0 | 22,905.0 | (3,395.3) | 26,300.3 | | 0.0 | 2,212.9 | 20,692.1 |

- Notes:
- 1 Amounts are from Ex. L-F4-CCC-084, Table 45, col. (k).
 - 2 Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - 3 Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - 4 With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
 - 5 The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 Attachment 1
 Table 47

Table 47
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2030

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-----------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 1,813.0 | 306.2 | 306.2 | (57.5) | | 0.0 | 2,061.7 | | 2,061.7 | 4% | 0.0 | 82.5 | 1,979.2 |
| 2 | 1-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1-rolling start | 738.9 | 79.4 | 79.4 | 0.0 | 0.0 | 0.0 | 818.3 | | 818.3 | 4% | 0.0 | 32.7 | 785.6 |
| 4 | 1-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 5 | 1.1 | 650.6 | 91.5 | 91.5 | (1.4) | 0.0 | 0.0 | 740.7 | | 740.7 | 6% | 0.0 | 44.4 | 696.3 |
| 6 | 1.1-rolling start | 243.3 | 14.2 | 14.2 | 0.0 | 0.0 | 0.0 | 257.5 | | 257.5 | 6% | 0.0 | 15.4 | 242.0 |
| 7 | 2 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | | (0.0) | 6% | 0.0 | (0.0) | (0.0) |
| 8 | 3 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | | (0.0) | 5% | 0.0 | (0.0) | (0.0) |
| 9 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 10 | 8 | 447.1 | 200.9 | 200.9 | (9.0) | 0.0 | 0.0 | 639.0 | | 639.0 | 20% | 0.0 | 127.8 | 511.2 |
| 11 | 8-rolling start | 164.3 | 35.8 | 35.8 | 0.0 | 0.0 | 0.0 | 200.1 | | 200.1 | 20% | 0.0 | 40.0 | 160.1 |
| 12 | 10 | 1.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.6 | | 1.6 | 30% | 0.0 | 0.5 | 1.1 |
| 13 | 12 | 0.0 | 167.4 | 167.4 | 0.0 | 0.0 | 0.0 | 167.4 | | 167.4 | 100% | 0.0 | 167.4 | 0.0 |
| 14 | 12-rolling start | 0.0 | 14.2 | 14.2 | 0.0 | 0.0 | 0.0 | 14.2 | | 14.2 | 100% | 0.0 | 14.2 | 0.0 |
| 15 | 13 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | n/a | 0.0 | 0.0 | 0.0 |
| 16 | 14.1 | 2.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.9 | | 2.9 | 7% | 0.0 | 0.2 | 2.7 |
| 17 | 14.1 | 8.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8.9 | | 8.9 | 5% | 0.0 | 0.4 | 8.5 |
| 18 | 17 | 10,560.7 | 2,589.9 | 2,589.9 | (613.2) | 0.0 | 0.0 | 12,537.5 | | 12,537.5 | 8% | 0.0 | 1,003.0 | 11,534.5 |
| 19 | 17-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 20 | 17-rolling start | 6,047.5 | 822.8 | 822.8 | 0.0 | 0.0 | 0.0 | 6,870.3 | | 6,870.3 | 8% | 0.0 | 549.6 | 6,320.7 |
| 21 | 17-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 22 | 26 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 23 | 42 | 12.5 | (0.1) | (0.1) | 0.0 | 0.0 | 0.0 | 12.5 | | 12.5 | 12% | 0.0 | 1.5 | 11.0 |
| 24 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 25 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 26 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 27 | 50 | 0.8 | 3.2 | 3.2 | 0.0 | 0.0 | 0.0 | 4.0 | | 4.0 | 55% | 0.0 | 2.2 | 1.8 |
| | | | | | | | | 0.0 | | | | | | |
| 28 | Total | 20,692.1 | 4,325.4 | 4,325.4 | (681.0) | 0.0 | 0.0 | 24,336.5 | 0.0 | 24,336.5 | | 0.0 | 2,081.9 | 22,254.6 |

Notes:

- Amounts are from Ex. L-F4-CCC-084, Table 46, col. (k).
- Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
- Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
- With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
- The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

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 Attachment 1
 Table 48

Table 48
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for OPG's Regulated Nuclear Operations - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2031

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-----------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 1,979.2 | 215.3 | 215.3 | (37.9) | | 0.0 | 2,156.6 | | 2,156.6 | 4% | 0.0 | 86.3 | 2,070.4 |
| 2 | 1-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1-rolling start | 785.6 | 13.3 | 13.3 | 0.0 | 0.0 | 0.0 | 798.9 | | 798.9 | 4% | 0.0 | 32.0 | 766.9 |
| 4 | 1-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 5 | 1.1 | 696.3 | 54.5 | 54.5 | (3.3) | 0.0 | 0.0 | 747.5 | | 747.5 | 6% | 0.0 | 44.9 | 702.7 |
| 6 | 1.1-rolling start | 242.0 | 12.8 | 12.8 | 0.0 | 0.0 | 0.0 | 254.8 | | 254.8 | 6% | 0.0 | 15.3 | 239.5 |
| 7 | 2 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | | (0.0) | 6% | 0.0 | (0.0) | (0.0) |
| 8 | 3 | (0.0) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | (0.0) | | (0.0) | 5% | 0.0 | (0.0) | (0.0) |
| 9 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 10 | 8 | 511.2 | 117.4 | 117.4 | (10.5) | 0.0 | 0.0 | 618.1 | | 618.1 | 20% | 0.0 | 123.6 | 494.5 |
| 11 | 8-rolling start | 160.1 | 25.8 | 25.8 | 0.0 | 0.0 | 0.0 | 185.8 | | 185.8 | 20% | 0.0 | 37.2 | 148.7 |
| 12 | 10 | 1.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.1 | | 1.1 | 30% | 0.0 | 0.3 | 0.8 |
| 13 | 12 | 0.0 | 141.4 | 141.4 | 0.0 | 0.0 | 0.0 | 141.4 | | 141.4 | 100% | 0.0 | 141.4 | 0.0 |
| 14 | 12-rolling start | 0.0 | 12.8 | 12.8 | 0.0 | 0.0 | 0.0 | 12.8 | | 12.8 | 100% | 0.0 | 12.8 | 0.0 |
| 15 | 13 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | n/a | 0.0 | 0.0 | 0.0 |
| 16 | 14.1 | 2.7 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.7 | | 2.7 | 7% | 0.0 | 0.2 | 2.5 |
| 17 | 14.1 | 8.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8.5 | | 8.5 | 5% | 0.0 | 0.4 | 8.0 |
| 18 | 17 | 11,534.5 | 2,181.0 | 2,181.0 | (389.1) | 0.0 | 0.0 | 13,326.4 | | 13,326.4 | 8% | 0.0 | 1,066.1 | 12,260.3 |
| 19 | 17-DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 20 | 17-rolling start | 6,320.7 | 291.3 | 291.3 | 0.0 | 0.0 | 0.0 | 6,611.9 | | 6,611.9 | 8% | 0.0 | 529.0 | 6,083.0 |
| 21 | 17-rolling start DNNP | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 22 | 26 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 23 | 42 | 11.0 | (0.1) | (0.1) | 0.0 | 0.0 | 0.0 | 10.9 | | 10.9 | 12% | 0.0 | 1.3 | 9.6 |
| 24 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 25 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 26 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 27 | 50 | 1.8 | 4.4 | 4.4 | 0.0 | 0.0 | 0.0 | 6.2 | | 6.2 | 55% | 0.0 | 3.4 | 2.8 |
| 28 | Total | 22,254.6 | 3,069.8 | 3,069.8 | (440.8) | 0.0 | 0.0 | 24,883.7 | 0.0 | 24,883.7 | | 0.0 | 2,094.1 | 22,789.6 |

- Notes:
- Amounts are from Ex. L-F4-CCC-084, Table 47, col. (k).
 - Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
 - The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

Table 49
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for DNNP Facilities - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2027

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year | Cost of Acquisitions ¹ | Cost of Acquisitions that are RIIP ² | CE ITCs ⁴ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ³ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-------------------|-------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|--------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 2 | 1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 4 | 1.1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 5 | 2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 6 | 3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 7 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 8 | 8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 9 | 8-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 10 | 10 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 11 | 12 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 100% | 0.0 | 0.0 | 0.0 |
| 12 | 13 | 0.0 | 1,620.7 | 669.4 | 0.0 | 0.0 | 0.0 | 1,620.7 | 0.0 | 1,620.7 | n/a | 0.0 | 102.9 | 1,517.8 |
| 13 | 13-rolling start | 0.0 | 2,093.2 | 2,093.2 | 0.0 | 0.0 | 0.0 | 2,093.2 | 0.0 | 2,093.2 | n/a | 0.0 | 165.2 | 1,927.9 |
| 14 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7% | 0.0 | 0.0 | 0.0 |
| 15 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 16 | 17 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 17 | 17-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 18 | 42 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 12% | 0.0 | 0.0 | 0.0 |
| 19 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 20 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 23 | 50R | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 24 | Total | 0.0 | 3,713.8 | 2,762.5 | 0.0 | 0.0 | 0.0 | 3,713.8 | 0.0 | 3,713.8 | | 0.0 | 268.2 | 3,445.7 |

Notes:

- Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
- Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
- With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
- The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 50

Table 50
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for DNNP Facilities - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2028

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 2 | 1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 4 | 1.1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 5 | 2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 6 | 3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 7 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 8 | 8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 9 | 8-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 10 | 10 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 11 | 12 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 100% | 0.0 | 0.0 | 0.0 |
| 12 | 13 | 1,517.8 | 896.7 | 896.7 | (372.7) | 0.0 | 0.0 | 2,041.8 | 0.0 | 2,041.8 | n/a | 0.0 | 139.3 | 1,902.4 |
| 13 | 13-rolling start | 1,927.9 | 1,633.4 | 1,633.4 | 0.0 | 0.0 | 0.0 | 3,561.4 | 0.0 | 3,561.4 | n/a | 0.0 | 246.3 | 3,315.1 |
| 14 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7% | 0.0 | 0.0 | 0.0 |
| 15 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 16 | 17 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 17 | 17-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 18 | 42 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 12% | 0.0 | 0.0 | 0.0 |
| 19 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 20 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 23 | 50R | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 24 | Total | 3,445.7 | 2,530.1 | 2,530.1 | (372.7) | 0.0 | 0.0 | 5,603.1 | 0.0 | 5,603.1 | | 0.0 | 385.6 | 5,217.5 |

Notes:

- 1 Amounts are from Ex. L-F4-CCC-084, Table 49, col. (k).
- 2 Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
- 3 Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
- 4 With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
- 5 The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 51

Table 51
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for DNNP Facilities - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2029

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 2 | 1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 4 | 1.1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 5 | 2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 6 | 3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 7 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 8 | 8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 9 | 8-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 10 | 10 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 11 | 12 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 100% | 0.0 | 0.0 | 0.0 |
| 12 | 13 | 1,902.4 | 304.7 | 304.7 | (289.6) | 0.0 | 0.0 | 1,917.6 | 0.0 | 1,917.6 | n/a | 0.0 | 124.3 | 1,793.3 |
| 13 | 13-rolling start | 3,315.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3,315.1 | 0.0 | 3,315.1 | n/a | 0.0 | 200.9 | 3,114.2 |
| 14 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7% | 0.0 | 0.0 | 0.0 |
| 15 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 16 | 17 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 17 | 17-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 18 | 42 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 12% | 0.0 | 0.0 | 0.0 |
| 19 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 20 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 23 | 50R | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 24 | Total | 5,217.5 | 304.7 | 304.7 | (289.6) | 0.0 | 0.0 | 5,232.7 | 0.0 | 5,232.7 | | 0.0 | 325.2 | 4,907.5 |

- Notes:
- 1 Amounts are from Ex. L-F4-CCC-084, Table 50, col. (k).
 - 2 Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - 3 Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - 4 With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
 - 5 The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

Filed: 2025-04-24
 EB-2025-0297
 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 52

Table 52
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for DNNP Facilities - Updated for CEITC and RIIP Impacts (\$M)
Year Ending December 31, 2030

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 2 | 1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 4 | 1.1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 5 | 2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 6 | 3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 7 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 8 | 8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 9 | 8-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 10 | 10 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 11 | 12 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 100% | 0.0 | 0.0 | 0.0 |
| 12 | 13 | 1,793.3 | 373.2 | 373.2 | (34.9) | 0.0 | 0.0 | 2,131.7 | 0.0 | 2,131.7 | n/a | 0.0 | 136.4 | 1,995.2 |
| 13 | 13-rolling start | 3,114.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3,114.2 | 0.0 | 3,114.2 | n/a | 0.0 | 200.9 | 2,913.2 |
| 14 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7% | 0.0 | 0.0 | 0.0 |
| 15 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 16 | 17 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 17 | 17-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 18 | 42 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 12% | 0.0 | 0.0 | 0.0 |
| 19 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 20 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 23 | 50R | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 24 | Total | 4,907.5 | 373.2 | 373.2 | (34.9) | 0.0 | 0.0 | 5,245.9 | 0.0 | 5,245.9 | | 0.0 | 337.4 | 4,908.5 |

- Notes:
- 1 Amounts are from Ex. L-F4-CCC-084, Table 51, col. (k).
 - 2 Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
 - 3 Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
 - 4 With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
 - 5 The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Numbers may not add due to rounding.

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 Attachment 1
 Table 53

Table 53
 Undepreciated Capital Cost and Capital Cost Allowance Schedule for DNNP Facilities - Updated for CEITC and RIIP Impacts (\$M)
 Year Ending December 31, 2031

| Line No. | Class | Undepreciated Capital Cost at Beginning of Year ¹ | Cost of Acquisitions ² | Cost of Acquisitions that are RIIP ³ | CE ITCs ⁵ | Net Adjustments | Proceeds of Dispositions | (a)+(b)+(c)+(c1)-(d) UCC1 | 50% Rule or UCC adj for RIIP ⁴ | (e)-(f) Reduced or increased Undepreciated Capital Cost | CCA Rate | Recapture/ Terminal Loss | Capital Cost Allowance | (e)+(i)-(j) Undepreciated Capital Cost at End of Year |
|----------|-------------------|--------------------------------------------------------------|-----------------------------------|-------------------------------------------------|----------------------|-----------------|--------------------------|------------------------------|-------------------------------------------|------------------------------------------------------------|----------|-----------------------------|------------------------|----------------------------------------------------------|
| | | (a) | (b) | (b1) | (c) | (c1) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
| 1 | 1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 2 | 1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4% | 0.0 | 0.0 | 0.0 |
| 3 | 1.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 4 | 1.1-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 5 | 2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 6% | 0.0 | 0.0 | 0.0 |
| 6 | 3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 7 | 6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 10% | 0.0 | 0.0 | 0.0 |
| 8 | 8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 9 | 8-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 20% | 0.0 | 0.0 | 0.0 |
| 10 | 10 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 11 | 12 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 100% | 0.0 | 0.0 | 0.0 |
| 12 | 13 | 1,995.2 | 0.0 | 0.0 | (42.7) | 0.0 | 0.0 | 1,952.5 | 0.0 | 1,952.5 | n/a | 0.0 | 133.6 | 1,818.9 |
| 13 | 13-rolling start | 2,913.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2,913.2 | 0.0 | 2,913.2 | n/a | 0.0 | 200.9 | 2,712.3 |
| 14 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7% | 0.0 | 0.0 | 0.0 |
| 15 | 14.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5% | 0.0 | 0.0 | 0.0 |
| 16 | 17 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 17 | 17-rolling start | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8% | 0.0 | 0.0 | 0.0 |
| 18 | 42 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 12% | 0.0 | 0.0 | 0.0 |
| 19 | 43.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30% | 0.0 | 0.0 | 0.0 |
| 20 | 43.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 50% | 0.0 | 0.0 | 0.0 |
| 21 | 45 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 45% | 0.0 | 0.0 | 0.0 |
| 22 | 50 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 23 | 50R | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 55% | 0.0 | 0.0 | 0.0 |
| 24 | Total | 4,908.5 | 0.0 | 0.0 | (42.7) | 0.0 | 0.0 | 4,865.8 | 0.0 | 4,865.8 | | 0.0 | 334.5 | 4,531.3 |

Notes:

- Amounts are from Ex. L-F4-CCC-084, Table 52, col. (k).
- Includes Accelerated Investment Incentive Property ("AIIP"), other than those in classes 54-56, acquired after Nov 20, 2018 and before January 1, 2025. For further discussion of AIIP, refer to EB-2020-0290, Ex. F4-2-1, p. 5, lines 1 to 9.
- Represents Reinstated Accelerated Investment Incentive Property ("RIIP") for qualifying property acquired on or after January 1, 2025 and becomes available for use before 2034. For further discussion of RIIP, refer to Ex. L-F4-CCC-084.
- With RIIP rules effective for eligible property acquired on or after 1 January 2025 and becomes available for use before 2034, the half year rule is suspended until the former is phased out.
- The CEITC is taxable in the year received; however an election can be made to reduce the UCC pool that resulted in the CEITC, by the amount of the CEITC received, instead of including it in taxable income. Since the election is more advantageous from a tax perspective, OPG and DNNP LP expect to make the election. This column represents this reduction, which, for clarity, will reduce the annual CCA over time.

Table 54
 Summary of Revenue Requirement for Regulated Hydroelectric - Updated for CEITC and RIIP Impacts (\$M)
Year Ending December 31, 2027

| Line No. | Description | Note | 2027 |
|----------|---------------------------------------------------------------------------------------------|------|---------|
| | | | (a) |
| | Rate Base | | |
| 1 | Net Fixed Assets | 1 | 9,100.0 |
| 2 | Working Capital | 1 | 0.3 |
| 3 | Cash Working Capital | 1 | 19.3 |
| 4 | Total Rate Base | | 9,119.6 |
| | Capitalization | | |
| 5 | Short-Term Debt | 2 | 153.0 |
| 6 | Long-Term Debt | 2 | 4,224.3 |
| 7 | Common Equity | 2 | 4,742.2 |
| 8 | Total Capital | | 9,119.6 |
| | Cost of Capital | | |
| 9 | Short-Term Debt | 3 | 7.7 |
| 10 | Long-Term Debt | 3 | 192.7 |
| 11 | Common Equity | 3 | 432.0 |
| 12 | Total Cost of Capital | | 632.5 |
| | Expenses: | | |
| 13 | OM&A | 4 | 499.3 |
| 14 | GRC | 5 | 352.2 |
| 15 | Depreciation & Amortization | 6 | 215.1 |
| 16 | Property Tax | 7 | 2.1 |
| 17 | Total Expenses | | 1,068.7 |
| | Less: | | |
| | Other Revenues | | |
| 18 | Ancillary and Other Revenue | 8 | 62.2 |
| 19 | Total Other Revenues | | 62.2 |
| 20 | Income Tax | 9 | (3.3) |
| 21 | Revenue Requirement (line 12 + line 17 - line 19 + line 20) | | 1,635.7 |
| 22 | Amortization of Variance & Deferral Account Amounts | 10 | (37.9) |
| 23 | Revenue Requirement Plus Variance & Deferral Account Amounts (line 21 + line 22) | | 1,597.7 |

Notes:

- Per Ex. L-F4-CCC-084, Table 1
- Regulated hydroelectric portion of totals from Ex. L-F4-CCC-084, Table 14, (col. (a)). Capitalization is allocated to regulated hydroelectric and OPG's nuclear facilities using rate base financed by capital structure.
- Regulated hydroelectric portion of totals from Ex. L-F4-CCC-084, Table 14, (col. (d)). Cost of Capital is allocated to regulated hydroelectric and OPG's nuclear facilities using rate base financed by capital structure.
- Per Ex. F1-1-1, Table 1, line 6.
- Per Ex. F1-1-1, Table 1, line 7.
- Per Ex. L-F4-CCC-084, Table 25, line 10.
- Per Ex. F4-2-1, Table 1, line 5.
- Per Ex. G1-1-1, Table 1, line 7.
- Per Ex. L-F4-CCC-084, Table 27, line 23.
- Per Ex. H1-2-1 Table 1, col. (h), line 19.

Table 55
 Summary of Revenue Requirement for OPG Nuclear Facilities - Updated for CEITC and RIIP Impacts (\$M)
 Years Ending December 31, 2027 to 2031

| Line No. | Description | Note | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|-------------------------------------------------------------------------------------------------------------------|------|----------|----------|----------|----------|----------|
| | | | (a) | (b) | (c) | (d) | (e) |
| | Rate Base | | | | | | |
| 1 | Net Fixed Assets | 1 | 14,795.1 | 15,114.7 | 14,987.7 | 15,491.7 | 21,472.7 |
| 2 | Working Capital | 1 | 897.1 | 975.3 | 1,040.2 | 1,120.8 | 1,174.5 |
| 3 | Cash Working Capital | 1 | (22.5) | (22.4) | (22.5) | (22.5) | (22.5) |
| 4 | Total Rate Base | | 15,669.8 | 16,067.6 | 16,005.4 | 16,590.0 | 22,624.7 |
| | Capitalization | | | | | | |
| 5 | Short-Term Debt | 2 | 261.3 | 258.7 | 248.2 | 246.1 | 271.9 |
| 6 | Long-Term Debt | 2 | 7,212.2 | 7,442.7 | 7,434.4 | 7,717.1 | 10,588.0 |
| 7 | Common Equity | 2 | 8,022.3 | 8,277.1 | 8,263.2 | 8,572.9 | 11,715.2 |
| 7a | EB-2020-0290 Settlement Adjustment for Equity at Long-Term Debt Rate | 13 | 73.9 | 66.1 | 59.6 | 53.9 | 49.6 |
| 8 | Adjustment for Lesser of UNL or ARC | 2 | 100.1 | 23.0 | 0.0 | 0.0 | 0.0 |
| 9 | Total Capital | | 15,669.8 | 16,067.6 | 16,005.4 | 16,590.0 | 22,624.7 |
| | Cost of Capital | | | | | | |
| 10 | Short-Term Debt | 3 | 13.2 | 12.2 | 12.0 | 11.4 | 13.1 |
| 11 | Long-Term Debt | 3 | 329.0 | 353.9 | 361.4 | 379.0 | 520.6 |
| 12 | Common Equity | 3 | 730.8 | 754.0 | 752.8 | 781.0 | 1,067.3 |
| 12a | EB-2020-0290 Settlement Adjustment for Equity at Long-Term Debt Rate | 13 | 3.4 | 3.1 | 2.9 | 2.6 | 2.4 |
| 13 | Adjustment for Lesser of UNL or ARC | 3 | 4.7 | 1.1 | 0.0 | 0.0 | 0.0 |
| 14 | Total Cost of Capital | | 1,081.2 | 1,124.3 | 1,129.1 | 1,174.0 | 1,603.4 |
| | Expenses: | | | | | | |
| 15 | OM&A | 4 | 1,863.7 | 1,756.0 | 1,917.4 | 1,856.3 | 2,153.5 |
| 16 | Fuel | 5 | 150.9 | 221.7 | 223.6 | 261.2 | 306.1 |
| 17 | Depreciation & Amortization | 6 | 658.4 | 698.0 | 719.4 | 767.6 | 961.1 |
| 18 | Property Tax | 7 | 14.0 | 14.2 | 14.5 | 14.8 | 15.0 |
| 19 | Total Expenses | | 2,687.0 | 2,689.9 | 2,874.8 | 2,899.9 | 3,435.7 |
| | Less: | | | | | | |
| | Other Revenues | | | | | | |
| 20 | Bruce Lease Revenues Net of Direct Costs | 8 | (5.2) | 11.5 | (18.1) | 7.3 | (17.1) |
| 21 | Ancillary and Other Revenue | 9 | 6.3 | 32.7 | 13.8 | 13.5 | 23.6 |
| 22 | Total Other Revenues | | 1.1 | 44.2 | (4.3) | 20.8 | 6.5 |
| 22a | Concurrent Cost Recovery - Pickering Refurbishment Program | 14 | 295.0 | 465.5 | 626.3 | 755.0 | 576.0 |
| 23 | Income Tax | 10 | (16.6) | (16.6) | (16.6) | (16.6) | (16.6) |
| 24 | Revenue Requirement Before Stretch Factor (line 14 + line 19 - line 22 + Line 22a + line 23) | | 4,045.5 | 4,218.9 | 4,617.9 | 4,791.5 | 5,592.0 |
| 25 | Cumulative Nuclear Stretch Dollars | 11 | 0.0 | 6.8 | 14.4 | 22.2 | 31.4 |
| 26 | Revenue Requirement Net of Stretch Factor (line 24 - line 25) | | 4,045.5 | 4,212.1 | 4,603.5 | 4,769.3 | 5,560.6 |
| 27 | Amortization of Variance & Deferral Account Amounts | 12 | 134.5 | 134.5 | 134.5 | 67.7 | 67.7 |
| 28 | Revenue Requirement Net of Stretch Factor Plus Variance & Deferral Account Amounts (line 26 + line 27) | | 4,179.9 | 4,346.6 | 4,738.0 | 4,837.0 | 5,628.4 |

Notes:

- Per Ex. L-F4-CCC-084, Table 5.
- OPG's nuclear facilities portion of totals from Ex. L-F4-CCC-084, Tables 10 through 14, (col. (a)). Capitalization is allocated to regulated hydroelectric and OPG's nuclear facilities using rate base financed by capital structure.
- OPG's nuclear facilities portion of totals from Ex. L-F4-CCC-084, Tables 10 through 14, (col. (d)). Cost of Capital is allocated to regulated hydroelectric and OPG's nuclear facilities using rate base financed by capital structure.
- Per Ex. F2-1-1, Table 1a, line 16.
- Per Ex. F2-1-1, Table 1a, line 17.
- Per Ex. L-F4-CCC-084, Table 26, line 11.
- Per Ex. F4-2-1, Table 2, line 4.
- Per Ex. G2-2-1, Table 1, line 3.
- Per Ex. G2-1-1, Table 1, line 7.
- Per Ex. L-F4-CCC-084, Table 27, line 30.
- Per Ex. L-F4-CCC-084, Table 62, line 23.
- Per Ex. H1-2-1 Table 2, col. (h)-(l), line 32.
- Per Ex. L-F4-CCC-084, Tables 10-14, line 5. Represents the portion of rate base financed by common equity that is subject to return at the long-term debt rate until 2036 per the OEB-approved settlement proposal in EB-2020-0290 (Settlement Proposal, p. 23).
- Per Ex. L-F4-CCC-084, Table 58, line 7.

Numbers may not add due to rounding.

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 Attachment 1
 Table 56

Table 56
 Summary of Revenue Requirement for DNNP Facilities - Updated for CEITC and RIIP Impacts (\$M)
Years Ending December 31, 2027 to 2031

| Line No. | Description | Note | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|-----------------------------------------------------------------------------------|------|-------|-------|-------|---------|---------|
| | | | (a) | (b) | (c) | (d) | (e) |
| | Rate Base | | | | | | |
| 1 | Net Fixed Assets | 1 | 0.0 | 0.0 | 0.0 | 1,226.3 | 5,865.5 |
| 2 | Working Capital | 1 | 0.0 | 0.0 | 2.1 | 11.1 | 25.0 |
| 3 | Cash Working Capital | 1 | 0.0 | 0.0 | 0.0 | (0.6) | (2.4) |
| 4 | Total Rate Base | | 0.0 | 0.0 | 2.1 | 1,236.9 | 5,888.1 |
| | Capitalization | | | | | | |
| 5 | Short-term Debt | 2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 6 | Long-Term Debt | 2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 7 | Common Equity | 2 | 0.0 | 0.0 | 2.1 | 1,236.9 | 5,888.1 |
| 8 | Total Capital | | 0.0 | 0.0 | 2.1 | 1,236.9 | 5,888.1 |
| | Cost of Capital | | | | | | |
| 9 | Short-term Debt | 3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 10 | Long-Term Debt | 3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11 | Common Equity | 3 | 0.0 | 0.0 | 0.2 | 112.7 | 536.4 |
| 12 | Total Cost of Capital | | 0.0 | 0.0 | 0.2 | 112.7 | 536.4 |
| | Expenses: | | | | | | |
| 13 | OM&A | 4 | 77.0 | 80.1 | 70.8 | 118.7 | 259.3 |
| 14 | Fuel | | 9.1 | 13.8 | 12.7 | 18.1 | 49.8 |
| 15 | Depreciation & Amortization | 5 | 0.0 | 0.0 | 0.0 | 20.4 | 98.9 |
| 16 | Property Tax | 6 | 0.0 | 0.0 | 0.0 | 0.8 | 3.7 |
| 17 | Total Expenses | | 86.1 | 93.9 | 83.5 | 158.0 | 411.7 |
| | Less: | | | | | | |
| | Other Revenues | | | | | | |
| 18 | Ancillary and Other Revenue | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 19 | Total Other Revenues | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 20 | Concurrent Cost Recovery - DNNP | 7 | 214.2 | 274.2 | 293.4 | 244.4 | 20.9 |
| 21 | Income Tax | 8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 22 | Revenue Requirement (line 12 + line 17 - line 19 + line 20 + line 21) | | 300.3 | 368.1 | 377.1 | 515.1 | 969.0 |
| 23 | Amortization of Variance & Deferral Account Amounts | | n/a | n/a | n/a | n/a | n/a |
| 24 | Revenue Requirement Plus Variance & Deferral Account Amounts (line 22) | | 300.3 | 368.1 | 377.1 | 515.1 | 969.0 |

Notes:

- Per Ex. L-F4-CCC-084, Table 6.
- Per Ex. C1-1-1 Tables 14 through 18 (col. (a)).
- Per Ex. C1-1-1 Tables 14 through 18 (col. (d)).
- Per Ex. F2-1-1, Table 1b, line 9.
- Per Ex. L-F4-CCC-084, Table 26, line 12.
- Per Ex. F4-2-1, Table 2a, line 2.
- Per Ex. L-F4-CCC-084, Table 57, line 7.
- Per Ex. F4-2-1, Table 2a, line 1.

Numbers may not add due to rounding.

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 Exhibit L
 F4-CCC-084
 Attachment 1
 Table 57

Table 57
 Calculation of Forecast Concurrent Cost Recovery - Darlington New Nuclear Program - Updated for CEITC and RIIP Impacts (\$M)
January 1, 2027 to December 31, 2031 (\$M)

| Line No. | Description | Note | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|------------------------------------------------------------------------------|------|---------|---------|---------|---------|--------|
| | | | (b) | (c) | (d) | (e) | (f) |
| 1 | Opening Balance | 1 | 3,884.0 | 5,504.7 | 6,028.7 | 6,043.8 | 446.7 |
| 2 | Capital Expenditures | 1 | 1,620.7 | 896.7 | 304.7 | 373.2 | 0.0 |
| 2a | CEITC Capital Expenditure Adjustment | | 0.0 | (372.7) | (289.6) | (34.9) | (42.7) |
| 3 | In-Service | 2 | 0.0 | 0.0 | 0.0 | 5,935.4 | 0.0 |
| 4 | Closing Balance (line 1 + line 2 - line 3) | | 5,504.7 | 6,028.7 | 6,043.8 | 446.7 | 404.0 |
| 5 | Capital Costs for Purposes of Calculating CCR ((line 1 + line 4) / 2) | 2 | 4,694.3 | 5,766.7 | 6,036.2 | 4,976.4 | 425.4 |
| 6 | OPG Cost of Long-Term Borrowing | 3 | 4.56% | 4.75% | 4.86% | 4.91% | 4.92% |
| 7 | Concurrent Cost Recovery (line 5 x line 6) | | 214.2 | 274.2 | 293.4 | 244.4 | 20.9 |

Notes

- Per Ex. D2-4-8, Table 1, line 3. Opening balance in col. (a) per Ex. D2-4-8, Table 1, sum of line 3, col. (a) through col. (f).
- In-service additions exceeding \$50M are reflected in the month of the addition instead of using mid-year average (see Ex. B1-1-1, p. 9). 2030 in-service is weighted 2.5/12 months based on in-service date of October 17, 2030. Per Ex. L-F4-CCC-084, Table 8, Note 1.
- Per Ex. L-F4-CCC-084, Tables 10-14: line 2, col. (c).

Numbers may not add due to rounding.

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 Attachment 1
 Table 58

Table 58
 Calculation of Forecast Concurrent Cost Recovery - Pickering Refurbishment Program - Updated for CEITC and RIIP Impacts (\$M)
January 1, 2027 to December 31, 2031 (\$M)

| Line No. | Description | Note | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|------------------------------------------------------------------------------|------|---------|----------|----------|----------|----------|
| | | | (b) | (c) | (d) | (e) | (f) |
| 1 | Opening Balance | 1 | 4,773.3 | 8,158.8 | 11,424.8 | 14,344.3 | 16,402.4 |
| 2 | Capital Expenditures | 1 | 3,473.2 | 3,607.6 | 3,578.3 | 2,681.4 | 1,860.5 |
| 2a | CEITC Capital Expenditure Adjustment | | (67.5) | (341.6) | (658.7) | (623.3) | (383.2) |
| 3 | In-Service | 2 | 20.2 | 0.0 | 0.0 | 0.0 | 8,682.7 |
| 4 | Closing Balance (line 1 + line 2 - line 3) | | 8,158.8 | 11,424.8 | 14,344.3 | 16,402.4 | 9,197.0 |
| 5 | Capital Costs for Purposes of Calculating CCR ((line 1 + line 4) / 2) | 2 | 6,466.0 | 9,791.8 | 12,884.6 | 15,373.4 | 11,714.4 |
| 6 | OPG Cost of Long-Term Borrowing | 3 | 4.56% | 4.75% | 4.86% | 4.91% | 4.92% |
| 7 | Concurrent Cost Recovery | | 295.0 | 465.5 | 626.3 | 755.0 | 576.0 |

Notes

- Per Ex. D2-3-8, Table 1, line 4. Opening balance in col. (a) per Ex. D2-3-10, Table 1, sum of line 4: col. (a) through col. (f).
- In-service additions exceeding \$50M are reflected in the month of the addition instead of using mid-year average (see Ex. B1-1-1, p. 9). The 2031 in-service is weighted 7.5/12 based on in-service date of May 15, 2031. See Ex. L-F4-CCC-084, Table 8, Note 1 for further details.
- Per Ex. L-F4-CCC-084, Tables 10-14: line 2, col. (c).

Numbers may not add due to rounding.

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 Table 59

Table 59
 Payment Amounts and Riders – Regulated Hydroelectric Facilities - Updated for CEITC and RIIP Impacts
 January 1, 2027 to December 31, 2027

| Line No. | Description | Note | 2027 | Illustrative Payment Amounts ¹ | | | |
|----------|------------------------------------------------------------------------------------------|------|--------------|-------------------------------------------|---------------|---------------|---------------|
| | | | | 2028 | 2029 | 2030 | 2031 |
| | | | (a) | (b) | (c) | (d) | (e) |
| 1 | Price Escalator (I-Factor) | 2 | 3.49% | 3.49% | 3.49% | 3.49% | 3.49% |
| 2 | Labour: Average Weekly Earnings - Ontario | 2 | 4.85% | 4.85% | 4.85% | 4.85% | 4.85% |
| 3 | Non-Labour: Canadian Gross Domestic Product Implicit Price Index - Final Domestic Demand | 2 | 3.24% | 3.24% | 3.24% | 3.24% | 3.24% |
| 4 | Productivity Factor | 3 | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| 5 | Stretch Factor | 4 | 0.15% | 0.15% | 0.15% | 0.15% | 0.15% |
| 6 | "I-X" (line 1 - line 4 - line 5) | | 3.34% | 3.34% | 3.34% | 3.34% | 3.34% |
| 7 | Custom Capital Factor (Ex. L-F4-CCC-084, Table 60, line 10) | 5 | | 3.38% | 8.60% | 1.99% | 0.15% |
| 8 | GRC Adjustment (Ex. L-F4-CCC-084, Table 60, Note 3, line 3c) | 6 | | -0.72% | -0.68% | -0.61% | -0.58% |
| 9 | Price Cap Index | | | 6.00% | 11.26% | 4.72% | 2.90% |
| 10 | Prior Year Hydroelectric Payment Amount (\$/MWh) | | | 50.39 | 53.41 | 59.42 | 62.22 |
| 11 | Prior Year Price Cap Adjusted Hydroelectric Payment Amount (\$/MWh) | 7 | 50.39 | 53.41 | 59.42 | 62.22 | 64.03 |
| 12 | Hydroelectric Payment Rider (\$/MWh) | 8 | (1.17) | (1.17) | (1.17) | 0.00 | 0.00 |
| 13 | Total of Hydroelectric Payment Amounts Plus Riders (line 11 + line 12) | | 49.22 | 52.24 | 58.25 | 62.22 | 64.03 |

Notes:

- 1 Payment amounts for 2028-2031 are illustrative only - final payment amounts to be determined annually using I-factor values.
- 2 2027 inflation factor per 2026 inflation parameters published by the OEB in June 2025, and weightings per Ex. A1-3-2 Chart 3: 15.3% labour cost (line 4), 9.3% non-labour cost (line 2) and 75.4% capital cost (line 1).
- 3 Per Ex. A1-3-2, Section 2.3.2.1.
- 4 Per Ex. A1-3-2, Section 2.3.2.2.
- 5 Per Ex. A1-3-2, Section 2.3.3.
- 6 Per Ex. A1-3-2, Section 2.3.4.
- 7 2027 is cost of service amount. Subsequent years escalated by the Price Cap Index (line 9).
- 8 Per Ex. H1-2-1, Table 1, line 21.

Numbers may not add due to rounding.

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 Attachment 1
 Table 60

Table 60
 Calculation of Capital Factor for Regulated Hydroelectric Facilities - Updated for CEITC and RIIP Impacts (\$M)
 January 1, 2027 to December 31, 2031 (\$M)

| Line No. | Description | Note | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------|---------|---------|---------|---------|
| | | | (a) | (b) | (c) | (d) | (e) |
| | | Note 1 | | | | | |
| 1 | Depreciation | Ex. L-F4-CCC-084, Table 25, line 10 | 215.1 | 227.7 | 247.9 | 261.3 | 269.1 |
| 2 | Cost of Debt | Note 2 | 200.5 | 220.1 | 250.0 | 266.8 | 279.7 |
| 3 | Return on Equity | Note 2 | 432.0 | 457.1 | 507.5 | 537.1 | 561.7 |
| 4 | Income Taxes | Ex. L-F4-CCC-084, Table 27, line 23 | (3.3) | 24.1 | 105.4 | 122.8 | 121.8 |
| 5 | Capital Related Revenue Requirement | Sum lines 1 to 4 | 844.3 | 929.1 | 1,110.9 | 1,188.0 | 1,232.3 |
| 6 | Regulated Hydroelectric Stretch Factor Capital Related Revenue Requirement Adjustment | 0.15% * line 5 (cumulative) | | 1.4 | 3.1 | 4.8 | 6.7 |
| 7 | Capital Related Revenue Requirement after Stretch | line 5 - line 6 | 844.3 | 927.7 | 1,107.8 | 1,183.2 | 1,225.6 |
| 8 | Capital Afforded through (I-X) Adjustment (assuming Custom Capital Factor in preceding years) | (line 8 _{t-1} + line 9 _{t-1}) x (I-X) | 844.3 | 872.5 | 958.7 | 1,144.8 | 1,222.7 |
| 9 | Capital Related Revenue Requirement Shortfall | line 7 - line 8 | - | 55.2 | 149.1 | 38.4 | 3.0 |
| 10 | Custom Capital Factor (C-Factor) | line 9 _t / line 14 _{t-1} | | 3.4% | 8.6% | 2.0% | 0.1% |
| 11 | OM&A (excluding GRC) | 2028-2031: escalated by (I - X) | 501.4 | 518.2 | 535.5 | 553.3 | 571.8 |
| 12 | GRC | Note 3 | 352.2 | 352.2 | 352.2 | 352.2 | 352.2 |
| 13 | Other Revenues | 2028-2031: escalated by (I - X) | (62.2) | (64.3) | (66.5) | (68.7) | (71.0) |
| 14 | Total Revenue Requirement | line 7 + (lines 11 to 13) | 1,635.7 | 1,733.8 | 1,929.0 | 2,020.0 | 2,078.7 |

Notes:

- Per Ex. L-F4-CCC-084, Table 55.
- Determination of cost of capital amounts included in the C-factor is based on the following:

| Line No. | Description | Reference | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|-----------------|--------------------------------|---------|---------|----------|----------|----------|
| 2a | Rate Base | Ex. L-F4-CCC-084, Table 1 | 9,119.6 | 9,649.5 | 10,713.9 | 11,338.1 | 11,857.6 |
| 2b | Short-Term Debt | Ex. L-F4-CCC-084, Tables 10-14 | 7.7 | 7.3 | 8.0 | 7.8 | 6.9 |
| 2c | Long-Term Debt | Ex. L-F4-CCC-084, Tables 10-14 | 192.7 | 212.8 | 241.9 | 259.0 | 272.9 |
| 2d | Common Equity | Ex. L-F4-CCC-084, Tables 10-14 | 432.0 | 457.1 | 507.5 | 537.1 | 561.7 |

- The GRC Factor calculated below effectively fixes the underlying GRC amount recovered through payment amounts at the 2027 amount:

| Line No. | Description | Reference | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|----------------------------------------------------------|-----------------------------------|-------|--------|--------|--------|--------|
| 3a | GRC Escalated by (I-X) | line 12 x (1+(I-X)) | 352.2 | 364.0 | 364.0 | 364.0 | 364.0 |
| 3b | Variance to Fixed GRC | line 12 less line 3a | - | (11.8) | (11.8) | (11.8) | (11.8) |
| 3c | Variance as Percentage of Prior Year Revenue Requirement | line 3b, col. b / line 14, col. a | - | -0.7% | -0.7% | -0.6% | -0.6% |

Numbers may not add due to rounding.

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 Attachment 1
 Table 61

Table 61
 Annualized Residential Consumer Impact - Updated for CEITC and RIIP Impacts
EB-2020-0290/EB-2023-0336 to EB-2025-0297

| Line No. | Description | 2027 Amount | 2028 Amount | 2029 Amount | 2030 Amount | 2031 Amount | 2027-2031 Average |
|----------|-----------------------------------------------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------------|
| | | (a) | (b) | (c) | (d) | (e) | (f) |
| 1 | Typical Consumption ¹ (kWh/Month) | 787 | 787 | 787 | 787 | 787 | 787 |
| 2 | Typical Usage of OPG and DNNP LP Generation (kWh/Month) (line 1 x line 11) | 246 | 284 | 276 | 287 | 304 | 280 |
| 3 | Typical Bill ¹ (\$/Month) | 142.10 | 142.10 | 142.10 | 142.10 | 142.10 | 142.10 |
| 4 | Typical Bill Impact (\$/Month) (line 2 x line 8 / 1000) | 7.69 | 2.21 | 1.37 | 0.44 | 4.16 | 3.17 |
| 5 | Typical Bill Impact (%) (line 4 / line 3) | 5.4% | 1.6% | 1.0% | 0.3% | 2.9% | 2.2% |
| 6 | Prior Year weighted average rate with proposed payment amounts and riders ^{2,3} (\$/MWh) | 77.75 | 109.04 | 116.82 | 121.78 | 123.31 | |
| 7 | Current Year weighted average rate with proposed payment amounts and riders ^{2,3} (\$/MWh) | 109.04 | 116.82 | 121.78 | 123.31 | 136.98 | |
| 8 | Change in weighted average rate (\$/MWh) (line 7 - line 6) | 31.29 | 7.78 | 4.96 | 1.53 | 13.67 | |
| 9 | Total Regulated Production ⁴ (TWh) | 51.2 | 59.2 | 57.5 | 59.8 | 63.3 | |
| 10 | Forecast of 2027 Provincial Demand ⁵ (TWh) | 163.9 | 163.9 | 163.9 | 163.9 | 163.9 | |
| 11 | OPG and DNNP LP Proportion of Consumer Usage (line 9 / line 10) | 31.2% | 36.1% | 35.1% | 36.5% | 38.6% | |

Notes:

- 1 Typical monthly consumption (750 kWh) and typical monthly bill are based on the OEB "Bill Calculator" for estimating monthly electricity bills (using Time of Use pricing), available at: <https://www.oeb.ca/consumer-information-and-protection/bill-calculator>, accessed November 20, 2025. Typical Consumption includes line losses (Average loss factor of utility rate zones = 1.04996)
- 2 From Ex. L-F4-CCC-084, Table 62, line 9.
- 3 Per Ex. L-F4-CCC-084, Table 63.
- 4 From Ex. L-F4-CCC-084, Table 62, line 3 + line 6.
- 5 Based on forecast demand for 2027 (163.9 TWh) from Figure 2 of IESO Annual Planning Outlook, released April 2025.

Numbers may not add due to rounding.

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 Table 62

Table 62
 Computation of Percent Change in Payment Amounts - Updated for CEITC and RIIP Impacts
EB-2020-0290/EB-2023-0336 to EB-2025-0297

| Line No. | Description | Note | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|--------------------------------------------------------------------------------------------------------------|------|--------|--------|--------|--------|--------|--------|
| | | | (a) | (b) | (c) | (d) | (e) | (f) |
| | | | Note 1 | Note 2 | Note 2 | Note 2 | Note 2 | Note 2 |
| 1 | Hydroelectric Payment Amount (HPA) (\$/MWh) | 3 | 43.88 | 50.39 | 53.41 | 59.42 | 62.22 | 64.03 |
| 2 | Hydroelectric Payment Rider (HPR) (\$/MWh) | 4 | 3.30 | (1.17) | (1.17) | (1.17) | 0.00 | 0.00 |
| 3 | Hydroelectric Production Forecast (HPF) TWh | 5 | 33.0 | 32.5 | 32.5 | 32.5 | 32.5 | 32.5 |
| 4 | Nuclear Payment Amount (NPA) (\$/MWh) | 6 | 111.33 | 205.74 | 190.33 | 198.70 | 193.40 | 211.50 |
| 5 | Nuclear Payment Rider (NPR) (\$/MWh) | 7 | 12.43 | 7.19 | 5.04 | 5.36 | 2.48 | 2.19 |
| 6 | Nuclear Production Forecast (NPF) TWh | 8 | 21.9 | 18.7 | 26.7 | 25.1 | 27.3 | 30.9 |
| 7 | Regulated Hydroelectric Portion of Weighted Average Payment Amount (\$/MWh) (HPA + HPR) x HPF / (NPF+HPF) | | 28.35 | 31.23 | 28.67 | 32.87 | 33.78 | 32.82 |
| 8 | Nuclear Portion of Weighted Average Payment Amount (\$/MWh) (NPA + NPR) x NPF / (NPF+HPF) | | 49.41 | 77.81 | 88.16 | 88.91 | 89.52 | 104.16 |
| 9 | Weighted Average Payment Amount (\$/MWh) (((NPA + NPR) x NPF) + (HPA + HPR) x HPF) / (NPF + HPF) | | 77.75 | 109.04 | 116.82 | 121.78 | 123.31 | 136.98 |
| 10 | Percentage Change in Weighted Average Payment Amount (Year over Year) | | | 40.2% | 7.1% | 4.2% | 1.3% | 11.1% |

Notes:

- 1 Payment amounts, riders and production forecasts approved in EB-2020-0290 Payment Amounts Order plus payment riders approved in EB-2023-0336.
- 2 Payment amounts and payment riders proposed in this application.
- 3 Per Ex. L-F4-CCC-084, Table 59. Cols. (c) to (f) are illustrative only.
- 4 Per Ex. H1-2-1, Table 1, line 21.
- 5 For 2027: Per Ex. E1-1-1, Table 1, col. (l), line 4.
- 6 Per Ex. L-F4-CCC-084, Table 63, line 9. Shaped payment amounts are based on the combined revenue requirements of the OPG nuclear facilities and the DNNP facilities.
- 7 Per Ex. H1-2-1, Table 2, line 34.
- 8 For 2027-2031: Per Ex. E2-1-1, Table 1, line 5. Includes production forecasts of the OPG nuclear facilities and DNNP facilities.

Numbers may not add due to rounding.

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 Attachment 1
 Table 63

Table 63
 Payment Amounts - Combined Nuclear - Updated for CEITC and RIIP Impacts
 January 1, 2027 to December 31, 2031

| Line No. | Description | Note | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|-------------------------------------------------------------------------------------------------|------|---------|---------|---------|---------|---------|
| | | | (a) | (b) | (c) | (d) | (e) |
| 1 | Revenue Requirement - OPG Nuclear Facilities | 1 | 4,045.5 | 4,212.1 | 4,603.5 | 4,769.3 | 5,560.6 |
| 2 | Revenue Requirement - DNNP Facilities | 2 | 300.3 | 368.1 | 377.1 | 515.1 | 969.0 |
| 3 | Combined Nuclear Revenue Requirement Net of Stretch Factor (\$M) | | 4,345.7 | 4,580.2 | 4,980.6 | 5,284.4 | 6,529.7 |
| 4 | OPG Nuclear Revenue Requirement Shaping Adjustment (\$M) | 3 | (500.0) | 500.0 | 0.0 | 0.0 | 0.0 |
| 5 | Combined Nuclear Revenue Requirement After Shaping Adjustment (\$M) (line 3 + line 4) | | 3,845.7 | 5,080.2 | 4,980.6 | 5,284.4 | 6,529.7 |
| 6 | Production Forecast - OPG Nuclear Facilities | 4 | 18.7 | 26.7 | 25.1 | 26.8 | 28.9 |
| 7 | Production Forecast - DNNP Facilities | 5 | 0.0 | 0.0 | 0.0 | 0.5 | 1.9 |
| 8 | Combined Nuclear Forecast Production (TWh) | | 18.7 | 26.7 | 25.1 | 27.3 | 30.9 |
| 9 | Blended Nuclear Payment Amount (\$/MWh) (line 5 / line 8) | | 205.74 | 190.33 | 198.70 | 193.40 | 211.50 |

Notes:

- 1 From Ex. L-F4-CCC-084, Table 55, line 26.
- 2 From Ex. L-F4-CCC-084, Table 56, line 22.
- 3 The Application's payment amount shaping proposal is discussed in Ex. I1-3-2.
- 4 From Ex. E2-1-1 Table 1, line 3.
- 5 From Ex. E2-1-1 Table 1, line 4.

Numbers may not add due to rounding.

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 Attachment 1
 Table 64

Table 64
 Calculation of OPG Nuclear Facilities Stretch Factor - Updated for CEITC and RIIP Impacts (\$M)
January 1, 2027 to December 31, 2031 (\$M)

| Line No. | Description | Note | 2027 | 2028 | 2029 | 2030 | 2031 |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|---------|---------|---------|---------|
| | | | (a) | (b) | (c) | (d) | (e) |
| | Stretch Factor Applicable Nuclear OM&A Expenses | | | | | | |
| | Darlington Nuclear OM&A Expenses | | | | | | |
| 1 | Base OM&A | 1 | | 709.8 | 745.1 | 750.8 | 765.8 |
| 2 | Project OM&A | 2 | | 54.2 | 53.9 | 51.6 | 54.3 |
| 3 | Outage OM&A | 3 | | 112.7 | 219.1 | 121.6 | 115.8 |
| 4 | Allocation of Corporate Costs | 4 | | 205.8 | 214.9 | 214.6 | 222.4 |
| 5 | Darlington Total OM&A Expenses Subject to Stretch Factor (line 1 through line 4) | | | 1,082.5 | 1,232.9 | 1,138.7 | 1,158.2 |
| | Pickering Total Nuclear OM&A Expenses | | | | | | |
| 6 | Base OM&A | 5 | | 140.9 | 153.4 | 166.0 | 459.7 |
| 7 | Project OM&A | 6 | | 16.5 | 19.6 | 23.0 | 22.5 |
| 8 | Outage OM&A | 7 | | - | - | - | 26.5 |
| 9 | Pickering Cyclical Maintenance OM&A | 8 | | 160.9 | 168.9 | 169.9 | 106.6 |
| 10 | Allocation of Corporate Costs | 9 | | 206.4 | 217.8 | 230.1 | 249.1 |
| 11 | Pickering Total OM&A Expenses Subject to Stretch Factor (line 6 through line 10) | | | 524.7 | 559.7 | 589.0 | 864.4 |
| 12 | Asset Service Fees | | | 73.9 | 89.5 | 99.0 | 99.4 |
| | Stretch Factor Applicable Nuclear Capital Related Revenue Requirement | | | | | | |
| | Darlington and Operations & Project Support Capital Related Revenue Requirement | | | | | | |
| 13 | Cost of Capital | 10 | | 316.7 | 334.9 | 385.9 | 445.9 |
| 14 | Depreciation Expense | 10 | | 255.1 | 276.4 | 317.5 | 366.9 |
| 15 | Income Tax Expense on Cost of Capital and Depreciation Expense | 10 | | 156.0 | 166.6 | 191.5 | 221.3 |
| 16 | Total Darlington and Operations & Project Support Capital Related Revenue Requirement Subject to Stretch Factor (line 13 + line 14 + line 15) | | | 727.8 | 778.0 | 894.9 | 1,034.1 |
| | Pickering Capital Related Revenue Requirement | | | | | | |
| 17 | Cost of Capital | 11 | | 24.1 | 29.2 | 44.8 | 58.9 |
| 18 | Depreciation Expense | 11 | | 26.6 | 26.8 | 34.4 | 41.6 |
| 19 | Income Tax Expense on Cost of Capital and Depreciation Expense | 11 | | 14.3 | 15.5 | 21.4 | 27.0 |
| 20 | Total Pickering Capital Related Revenue Requirement Subject to Stretch Factor (line 18 + line 19 + line 20) | | | 65.0 | 71.5 | 100.6 | 127.5 |
| 21 | Income Tax Expense- Capital Cost Allowance | 13 | | (209.2) | (205.2) | (214.7) | (219.0) |
| 22 | Total Revenue Requirement Amount Subject to Stretch Factor (line 5 + line 11 + line 12 + line 16 + line 20 + line 21) | | | 2,264.7 | 2,526.3 | 2,607.5 | 3,064.7 |
| 23 | OPG Nuclear Facilities Stretch Factor | 12 | | 0.30% | 0.30% | 0.30% | 0.30% |
| 24 | OPG Nuclear Facilities Stretch Factor Revenue Requirement Adjustment (\$M) (line 22_t * line 23_t) + line 24_{t-1} | 14 | | 6.8 | 14.4 | 22.2 | 31.4 |

Notes:

Refer to L-F4-CCC-084, Table 65.

Table 65
 Notes to Ex. L-F4-CCC-084, Table 64

Notes:

- 1 Col. (b) from Ex. F2-2-1, Table 11, line 13, col.(a); Col.(c) from Ex. F2-2-1, Table 12, line 13, col.(a); Col.(d) from Ex. F2-2-1, Table 13, line 13, col.(a); Col.(e) from Ex. F2-2-1, Table 14, line 13, col.(a).
- 2 From Ex. F2-3-1, Table 1: line 1 + line 3a + line 3d.
- 3 From Ex. F2-4-1, Table 1, line 3.
- 4 From Ex. F3-1-1, Table 3a, line 10.
- 5 Col. (b) from Ex. F2-2-1, Table 11, line 13, col.(b). Col.(c) from Ex. F2-2-1, Table 12, line 13, col.(b). Col.(d) from Ex. F2-2-1, Table 13, line 13, col.(b). Col.(e) from Ex. F2-2-1, Table 14, line 13, col.(b).
- 6 From Ex. F2-3-1, Table 1: line 2 + line 3b + line 3e.
- 7 From Ex. F2-4-1, Table 1, line 6.
- 8 From Ex. F2-4-1, Table 1, line 14.
- 9 From Ex. F3-1-1, Table 3b, line 10.
- 10 Cost of capital component of Darlington and Operations & Project Support Capital Related Revenue Requirement for 2028-2031 is calculated as follows:

| | | 2027 | 2028 | 2029 | 2030 | 2031 |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|---------|---------|---------|
| 10a | Darlington GS and Operations & Project Support Net Fixed Asset Rate Base excluding Net Fixed Asset Rate Base for which common equity is subject to return at the long-term debt rate. 2028: Ex. L-F4-CCC-084, Table 7, col. (g), lines 13 and 20 less Ex. L-F4-CCC-084, Table 9, col. (g), lines 13 and 20. Less line 10b. 2029: Ex. L-F4-CCC-084, Table 7, col. (g), lines 25 and 32 less Ex. L-F4-CCC-084, Table 9, col. (g), lines 25 and 32. Less line 10b. 2030: Ex. L-F4-CCC-084, Table 7, col. (g), lines 37 and 44 less Ex. L-F4-CCC-084, Table 9, col. (g), lines 37 and 44. Less line 10b. 2031: Ex. L-F4-CCC-084, Table 7, col. (g), lines 49 and 56 less Ex. L-F4-CCC-084, Table 9, col. (g), lines 49 and 56. Less line 10b. | | 4,426.5 | 4,658.4 | 5,370.6 | 6,218.2 |
| 10b | Darlington GS and Operations & Project Support Net Fixed Asset Rate Base for which common equity is subject to return at long-term debt rate. | | 127.1 | 114.6 | 103.7 | 95.5 |
| 10c | Return on Equity at ROE Rate (line 10a x 52% x 9.11%) | | 209.7 | 220.7 | 254.4 | 294.6 |
| 10d | Return on Equity at Long-Term Debt Rate (line 10b x 52% x Ex. L-F4-CCC-084, Tables 10-13, col. (c), line 3) | | 3.1 | 2.9 | 2.6 | 2.4 |
| 10e | Cost of Debt ((line 10a + line 10b) x 48% x Ex. L-F4-CCC-084, Tables 10-13, col. (c), line 4) | | 103.9 | 111.4 | 128.8 | 148.9 |
| 10f | Total Cost of Capital (lines 10c + 10d + 10e) | | 316.7 | 334.9 | 385.9 | 445.9 |
| 10g | Depreciation Expense (Ex. L-F4-CCC-084, Table 9, col. (b) plus col. (c) plus col. (d): lines 13 & 20; lines 25 & 32; lines 37 & 44; lines 49 & 56) | | 255.1 | 276.4 | 317.5 | 366.9 |
| 10h | Net Regulatory Taxable Income Increase / (Decrease) (line 10c + line 10d + line 10g) | | 468.0 | 499.9 | 574.6 | 663.9 |
| 10i | Income Tax Expense (line 10h x 25% / (1 - 25%)) | | 156.0 | 166.6 | 191.5 | 221.3 |

11 Cost of capital component of Pickering Capital Related Revenue Requirement for 2028-2031 is calculated as follows:

| | | | | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------|-------|-------|-------|
| 11a | Pickering GS Net Fixed Asset Rate Base excluding Net Fixed Asset Rate Base for which common equity is subject to return at the long-term debt rate. 2028: Ex. L-F4-CCC-084, Table 7, col. (g), line 17 less Ex. L-F4-CCC-084, Table 9, col. (g), line 17. Less line 11b. 2029: Ex. L-F4-CCC-084, Table 7, col. (g), line 29 less Ex. L-F4-CCC-084, Table 9, col. (g), line 29. Less line 11b. 2030: Ex. L-F4-CCC-084, Table 7, col. (g), line 41 less Ex. L-F4-CCC-084, Table 9, col. (g), line 41. Less line 11b. 2031: Ex. L-F4-CCC-084, Table 7, col. (g), line 53 less Ex. L-F4-CCC-084, Table 9, col. (g), line 53. Less line 11b. | | 343.2 | 412.9 | 631.5 | 830.6 |
| 11b | Pickering GS Net Fixed Asset Rate Base for which Common Equity is Subject to Return at Long-Term Debt Rate. | | - | - | - | - |
| 11c | Return on Equity at ROE Rate (line 10a x 52% x 9.11%) | | 16.3 | 19.6 | 29.9 | 39.3 |
| 11d | Return on Equity at Long-Term Debt Rate (line 10b x 52% x Ex. L-F4-CCC-084, Tables 10-13, col. (c), line 3) | | - | - | - | - |
| 11e | Cost of Debt ((line 10a + line 10b) x 48% x Ex. L-F4-CCC-084, Tables 10-13, col. (c), line 4) | | 7.8 | 9.6 | 14.9 | 19.6 |
| 11f | Total Cost of Capital (lines 10c + 10d + 10e) | | 24.1 | 29.2 | 44.8 | 58.9 |
| 11g | Depreciation Expense (Ex. L-F4-CCC-084, Table 9, col. (b) plus col. (c) plus col. (d): lines 17, 29, 41, 53) | | 26.6 | 26.8 | 34.4 | 41.6 |
| 11h | Net Regulatory Taxable Income Increase / (Decrease) (line 10c + line 10d + line 10g) | | 42.8 | 46.4 | 64.3 | 80.9 |
| 11i | Income Tax Expense (line 10h x 25% / (1 - 25%)) | | 14.3 | 15.5 | 21.4 | 27.0 |

12 Per Ex. A1-3-2, Section 3.2.1.

13 Income tax component of CCA-related revenue requirement for 2028-2031 is calculated as follows:

| | | 2027 | 2028 | 2029 | 2030 | 2031 |
|-----|---------------------------------------------------------------------------------------------------------------------------------|------|---------|---------|---------|---------|
| (a) | Capital Cost Allowance (Ex. L-F4-CCC-084, Table 27, line 15 less DRP and PRP amounts per Ex. L-F4-CCC-084, Table 31, Note 3) | | (627.6) | (615.5) | (644.2) | (657.0) |
| (b) | Income Tax Expense (line (a) x 25% / (1 - 25%)) | | (209.2) | (205.2) | (214.7) | (219.0) |

14 The nuclear stretch factor revenue requirement adjustment can be further broken down as follows:

| | | 2027 | 2028 | 2029 | 2030 | 2031 |
|-----|------------------------------------------------------------------------------------|------|------|------|------|------|
| 14a | OM&A Stretch Factor Adjustment ((line 5 + line 11 + line 12) * line 23) | | 5.0 | 10.7 | 16.2 | 22.5 |
| 14b | Capital-related Stretch Factor Adjustment (line 16 + line 20 + line 21) * line 23) | | 1.8 | 3.7 | 6.0 | 8.9 |
| 14c | Total Nuclear Stretch Factor Revenue Requirement Adjustment (line 14a + line 14b) | | 6.8 | 14.4 | 22.2 | 31.4 |

CCC Interrogatory #085

Interrogatory

Reference:

Exhibit F4, Tab 3, Schedule 1, p. 5, 17, 21, 30-31, 37-39

Question(s):

- a) For the 2027-2031 period, please provide the assumptions applied with respect to wage/compensation escalation for each of the next Society (January 2026) and PWU (April 2027) contracts that are reflected in the application.
- b) Please discuss whether, at the time of filing the interrogatory responses, collective bargaining with the Society was completed for 2026. If so, please provide the wage/compensation escalation established in the relevant agreement. If not yet completed, please provide an update on the expected timing of the completion of collective bargaining.
- c) OPG notes that it hired approximately 60% of term employees to regular positions in 2024. By the end of 2026, there will be substantially no term employees. Please further discuss the remaining 40% of term employees and whether they have also been hired on a regular basis or have otherwise left the company. As part of the response, please discuss whether the Company still has the right/ability under the relevant collective agreements to hire term employees to address shorter term needs.
- d) With respect to Figure 4a:
- i. Please confirm that only the "Mgmt-Supervisory" category includes employees that have direct reports/supervisory responsibilities.
 - ii. If other categories of FTEs include employees with supervisory responsibilities, please provide a breakout of the supervisors/managers in each of the other categories of FTEs.
 - iii. Please advise whether there are any other categories of OPG's employees that are not reflected in this figure. If so, please update the figure to reflect those employees.
- e) With respect to Figure 4b:
- i. Please confirm that only the "Mgmt-Supervisory" category includes employees that have direct reports/supervisory responsibilities.
 - ii. If other categories of FTEs include employees with supervisory responsibilities, please provide a breakout of the supervisors/managers in each of the other categories of FTEs.

1 iii. Please advise whether there are any other categories of OPG's employees that
2 are not reflected in this figure. If so, please update the figure to reflect those
3 employees.
4

5 f) With respect to the salary adjustments for performance-based merit increases,
6 please explain how those increases have been estimated and forecast for the 2027-
7 2031 period. As part of the response, please provide the detailed assumptions
8 made and the dollar value of the performance-based merit increases that are
9 included in the costs proposed for recovery during the test period.
10

11 g) With respect to management staff, please further discuss the statement that the
12 "Board of Directors' approved salary band adjustments to more closely align OPG's
13 midpoint salaries with its peers, with the aim of gradually closing the gap to the 50th
14 percentile." As part of the response, please provide an illustrative example of this
15 effort for a sample management role.
16

17 h) Please provide the detailed methodology, and underlying calculation, supporting
18 the annual overtime budget estimate for the 2027-2031 period. As part of the
19 response, please discuss any changes relative to the overtime forecasting
20 approach applied in EB-2020-0290.
21

22
23 **Response**
24

25 a) Refer to Ex. L-F4-Staff-227.
26

27 b) The collective agreement between OPG and the Society of United Professionals
28 expired on December 31, 2025. A binding interest arbitration award was received
29 on January 26, 2026, concluding the renewal process. The renewed agreement
30 covers a three (3) year term from January 1, 2026 through December 31, 2028.
31 The awarded wage increases were 3.5% in 2026, 2.5% in 2027, and 2.0% in 2028.
32

33 c) Since EB-2020-0290, OPG's focus shifted from downsizing its operations to
34 undertaking significant projects. OPG's evolving workforce reflects this change in
35 direction and aligns to the current and upcoming operations and project demands,
36 which require a stable and skilled workforce. Given the existing and future resource
37 demands, labour market conditions, and the need to attract and retain skilled talent,
38 many of the remaining Term Employees have been identified for, and offered,
39 placement into regular positions, where those positions are required to support
40 ongoing operational or refurbishment needs.
41

42 In accordance with the most current collective agreement provisions, Term
43 Employees may only be hired in place of regular staff in circumstances where the

1 employee is likely to be surplus and/or to be laid off as a result of Pickering's
2 shutdown or transition to refurbishment. For clarity, OPG can no longer hire Term
3 Employees once Pickering units have been defueled and dewatered, and cannot
4 retain Term Employees past the completion of this preparation for the current safe
5 storage project for Pickering. Accordingly, any further hiring of Term employees is
6 expected to be minimal, and would occur outside of operations and maintenance
7 job classifications. Any additional hiring of Term Employees requires joint
8 agreement with the PWU.

9
10 d) i) Confirmed.

11
12 ii) Refer to Ex. L-F4-AMPCO-110, parts b) and c).

13
14 iii) None.

15
16 e) i) Confirmed.

17
18 ii) Refer to Ex. L-F4-AMPCO-110, parts b) and c)

19
20 iii) None.

21
22 f) The salary escalation rates for management performance-based merit increases
23 are a best estimate informed by long-term inflation assumptions and compensation
24 benchmarking results. The assumptions made for the 2027-2031 period are
25 detailed in Ex. L-F4-Staff-227.

26
27 The estimated cumulative dollar value of the performance-based merit increases
28 for management salaries included in the costs proposed for cost recovery over the
29 2027-2031 period for OPG Nuclear Facilities and DNNP LP Facilities is
30 approximately \$53M and \$5M, respectively, and approximately \$1M for Regulated
31 Hydroelectric Facilities in 2027, based on OM&A expenses.

32
33 g) OPG conducts an annual review of its management salary band structures,
34 consistent with industry best practice. The review is informed by pay compression
35 considerations, market survey forecasts for average salary structure increases and
36 OPG's competitive market. Any compensation-related adjustments to the salary
37 structure are subject to approval by OPG's Board of Directors.

38
39 Chart 1 below provides an illustrative example of the salary band structure for an
40 Engineering Manager role, assuming OPG was to increase its salary band structure
41 by 2.5% in its next review.

**Chart 1 - Illustrative Example of 2.5% Salary Band
Adjustment for Engineering Manager Role**

| | Minimum | Midpoint | Maximum |
|-------------------|----------------|-----------------|----------------|
| Before Adjustment | \$111,000 | \$145,000 | \$179,000 |
| After Adjustment | \$114,000 | \$148,500 | \$183,500 |

h) OPG's annual overtime budget estimate for the 2027–2031 period is developed by (i) forecasting overtime hours required to execute planned work programs and (ii) valuing those hours using a standard overtime rate (SOR) that is calculated using an hourly rate, the applicable overtime premium, and applicable employer burdens and allowances (as relevant).

In EB-2020-0290, overtime was budgeted on a dollar-only basis rather than in hours. The approach has been updated so that forecast overtime hours are multiplied by the SOR to determine the overtime budget. This improves transparency into forecast overtime volumes and enables more appropriate comparison of planned versus actual overtime usage relative to regular labour budgets.

CCC Interrogatory #087

Interrogatory

Reference:

Exhibit F4, Tab 3, Schedule 1, Attachment 2

Question(s):

Please provide a redacted version of Appendix 2-K for the DNNP LP that shows the following:

- i. A breakout of executives from the management category for both the FTE count and all categories of compensation.
- ii. A breakout of salary from incentive pay for each category of employee.
- iii. A breakout of total compensation between capital and OM&A costs.

Response

i), ii) and iii) Refer to Ex. L-F4-AMPCO-111, Attachment 1.

1 **CCC Interrogatory #088**

2
3 **Interrogatory**

4
5 **Reference:**
6 **Exhibit F4, Tab 3, Schedule 1, Attachment 3**

7
8 Question(s):

9
10 Please provide a redacted version of Appendix 2-K for the Hydroelectric Facilities that
11 shows the following:

- 12
13 i. A breakout of executives from the management category for both the FTE count
14 and all categories of compensation.
15 ii. A breakout of salary from incentive pay for each category of employee.
16 iii. A breakout of total compensation between capital and OM&A costs.
17
18
19

20 **Response**

21
22 i), ii) and iii) Refer to Ex. L-F4-AMPCO-115, Attachment 1.

CCC Interrogatory #093

Interrogatory

Reference:

Exhibit F4, Tab 3, Schedule 2, pp. 9, 12-13

Question(s):

- a) Please further explain the proposed increase in the longer-term salary escalation rate to inflation plus 0.75% (relative to inflation plus 0.5%). As part of the response, please discuss the relationship between the assumption used for pension and OPEB determination purposes and the salary escalation applied for the 2027-2031 period. Please also provide the impact on pension and OPEB costs (for all business units) for the 2027-2031 period of a 0.25% increase in the salary escalation rate.
- b) Please further explain the rate of return assumption (6.25%) for the pension fund asset values in the context of the average actual 7% return between 2020-2024. Please provide the 2027-2031 impact on pension and OPEB costs (for all units) of using a 7% rate of return assumption for pension fund asset values (instead of 6.25%).
- c) Please advise whether the Canadian Institute of Actuaries has provided its final endorsement of the 2024 Mortality Improvement Scale

Response

- a) In accordance with actuarial practice and US GAAP, the longer-term salary escalation rate assumption is included in the actuarial calculations of pension and OPEB costs and obligations in order to ensure that they reasonably capture expectations of a longer-term future salary increase trajectory for plan members over time. This assumption is therefore not a point estimate for a specific year or period of years. As the preamble notes, this assumption for OPG is tied to the long-term inflation assumption.

The increase in the longer-term salary escalation rate to the inflation rate plus 0.75% (and resulting in an assumption of 2.75%), relative to the inflation plus 0.5% (and resulting in an assumption of 2.50%), for the purpose of determining pension and OPEB accrual costs directionally reflects the changes in OPG's overall labour supply and demand environment, collective bargaining landscape and external economic factors, as discussed in Ex. F4-3-1, pp. 3-8 and 49. It falls within the historical range for this assumption used by OPG, ranging from inflation plus 0.50%

1 to inflation plus 1.0% and has been established in consultation with OPG's external
 2 actuary, Aon (Ex. F4-3-2, Attachment 1, p. 7). It is also the same rate as Aon
 3 selected for the most recent actuarial valuation of OPG's registered pension plan
 4 for funding purposes, as of January 1, 2025 (Ex. F4-3-2, Attachment 4, p. 5).

5
 6 The longer-term salary escalation rate used for the purposes of determining
 7 pension and OPEB costs in the Application [REDACTED]
 8 [REDACTED]
 9 [REDACTED]

10
 11 Aon, has estimated the impact on the total OPG forecast pension and OPEB
 12 accrual costs for each of the years 2027-2031, which underpin these costs of the
 13 prescribed facilities shown at Ex. F4-3-2, Charts 1 to 3, of a change in the salary
 14 escalation rate assumption requested in the question, holding all other assumptions
 15 constant. The change was assumed to take place as at December 31, 2025, with
 16 the cumulative effect reflected for each of the subsequent years. The resulting
 17 impacts were attributed to the prescribed facilities in the same proportion as the
 18 forecast amounts in the pre-filed evidence.

19
 20 The estimated increases in the proposed revenue requirements resulting from the
 21 above calculations are shown in Chart 1. These impacts are determined on the
 22 basis of pension and OPEB costs reflected in OM&A expenses and are inclusive of
 23 associated income tax impacts (calculated at 25% tax rate / (1-25% tax rate)) for
 24 those regulated businesses that are not otherwise in a forecasted regulatory tax
 25 loss position.

26 **Chart 1**
 27 **Impact on Proposed Revenue Requirements to 0.25% Increase in**
 28 **Salary Escalation Rate**

29

| <i>(millions of dollars)</i> | 2027 | 2028 | 2029 | 2030 | 2031 |
|------------------------------|------|------|------|------|------|
| OPG Nuclear | | | | | |
| Pension | 8.7 | 9.7 | 11.1 | 12.2 | 14.7 |
| OPEB | 3.5 | 3.6 | 3.8 | 3.9 | 4.4 |
| Total | 12.2 | 13.3 | 14.9 | 16.1 | 19.1 |
| Regulated Hydroelectric | | | | | |
| Pension | 2.5 | | | | |
| OPEB | 1.1 | | | | |
| Total | 3.6 | | | | |
| DNNP Facilities | | | | | |
| Pension | 0.5 | 0.6 | 0.6 | 0.7 | 0.7 |
| OPEB | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 |
| Total | 0.7 | 0.8 | 0.8 | 0.9 | 0.9 |

30
 31 b) As discussed in Ex. F4-3-2, p. 10, lines 18-20, the expected long-term rate of return
 32 on the RPP fund assets is calculated by Aon based on the pension fund asset mix

1 and capital market expectations of future risk and return for each asset class within
 2 the fund portfolio as determined by Aon. This the same methodology used to
 3 establish the expected long-term rate of return assumption as reflected in OPG's
 4 audited financial statements and used consistently in past OPG proceedings,
 5 including approval of balances in the pension and OPEB related deferral and
 6 variance accounts.

7
 8 Setting the long-term expected rate of return assumption based on five-year
 9 historical returns at a point in time would not be acceptable under US GAAP or
 10 generally accepted actuarial practice and is not an approach OPG would apply.
 11 The approach would not be acceptable because it does not consider the impact of
 12 expected future market conditions and/or any changes in the pension fund asset
 13 mix on return expectations. As such, this approach would not constitute the best
 14 estimate of the pension fund's future experience.

15
 16 Aon has estimated the impact of hypothetically using a 7.0% rate of return
 17 assumption for pension fund asset values (instead of 6.25%) on the total OPG
 18 forecast pension accrual costs for each of the years 2027-2031, which underpin
 19 such costs attributed to the prescribed facilities as shown at Ex. F4-3-2, Charts 1
 20 to 3, holding all other assumptions constant. The change is assumed to take place
 21 as at December 31, 2025, with the cumulative effect reflected for each of the
 22 subsequent years. The resulting impacts were attributed to the prescribed facilities
 23 in the same manner as the forecast amounts in the pre-filed evidence.

24
 25 The estimated increases in the proposed revenue requirements resulting from the
 26 above calculations are shown in Chart 2. These results are inclusive of associated
 27 income tax impacts (calculated at 25% tax rate / (1-25% tax rate)) for those
 28 regulated businesses that are not otherwise in a forecasted regulatory tax loss
 29 position.

30
 31 **Chart 2**
 32 **Impact on Proposed Revenue Requirements of Expected Long-Term Rate of**
 33 **Return on Pension Fund Assets at 7.0%**
 34

| <i>(millions of dollars)</i> | 2027 | 2028 | 2029 | 2030 | 2031 |
|------------------------------|-------------|-------------|-------------|-------------|-------------|
| OPG Nuclear | (107) | (117) | (129) | (141) | (153) |
| Regulated Hydroelectric | (28) | | | | |
| DNNP Facilities | (7) | (7) | (7) | (6) | (6) |

- 35
 36
 37 c) The Canadian Institute of Actuaries has not yet provided its final endorsement of
 38 the 2024 Mortality Improvement Scale.

SEC Interrogatory #184

Interrogatory

Reference:
F4-1-1, p. 13-14

Question(s):

Please explain why all of these assets that are intended to have service lives “align with the station’s post refurbishment life” do not have the same service life.

Response

The referenced assets relate to the results of an internal validation review conducted over 2021-2023 following the return to service of refurbished Darlington Unit 2 as part of the Depreciation Review Committee’s (“DRC”) ongoing diligence over the estimated service lives for depreciation purposes. As explained in that evidence, the purpose of the review was to confirm if there were individual historical assets within existing asset classes (i.e., other than those comprising the Darlington Refurbishment Program in-service additions) that were tied to Darlington which should have a longer service life in view of the post refurbishment reactor life assumption. The review was conducted as anticipated in EB-2020-0290 Ex. L-F4-01-SEC-138 and Ex. L-F4-01-Staff-269, Attachment 1, page 6, and supported by Concentric Advisors, ULC as part of their assessment of OPG’s regulated nuclear life depreciation rates and generating station lives submitted in that proceeding (EB-2020-0290, Ex. F4-1-1, Attachment 1, p. 17).

The service lives of the assets referenced in the preamble were extended as part of the review to better align with the station’s post refurbishment life. In aggregate, these changes reduced annual depreciation and amortization expense for OPG’s nuclear facilities by approximately \$6M. The changes represented a refinement of an earlier asset service life review conducted in relation to the then-expected Darlington refurbishment approximately 15 years ago, when the station’s overall life was extended. Based on the review, there are no remaining material assets that are tied to Darlington and have a service life assumption that should, but does not, align to the station’s post refurbishment life. The above impacts are reflected in the Application.

Leveraging the experience with the above review, in extending the station life assumption for Pickering Units 5-8 effective December 31, 2023 based on the expectations of the Pickering refurbishment, OPG simultaneously reviewed and as necessary updated the service life assumptions for the material individual assets within each identified asset class (Ex. F4-1-1, Attachment 3, pp. 6-7).

SEC Interrogatory #187

Interrogatory

Reference:

F4-1-1, Attachment 7

Question(s):

With respect to the Concentric, *Assessment of Regulated Hydroelectric Asset Depreciation Rates* (November 2025) Report:

- a) [p.4] Please provide details of the extent, if any, to which the depreciation rates and asset service lives of OPG's regulated hydroelectric assets differ from the depreciation rates and asset service lives of OPG's unregulated hydroelectric assets.
- b) [p.8] Please confirm that the information on retirement transactions included full vintage data.
- c) [p.10] Please confirm that the "analyses provided to DRC" referred to are on the record in this proceeding, or, if not, provide them.
- d) [p.12; Attachment 12 p.14] Given that Concentric has completed depreciation studies on all of the members of the peer group, why is the reliance on "lives in use by peer utilities" throughout the report not circular?
- e) [p.17] Please restate Table 1 with original cost and net book value broken out by vintage.

Response

Responses for parts a) and e) are prepared by OPG. Responses for parts b) to d) are provided by Concentric Advisors, ULC ("Concentric").

- a) There are no differences between depreciation rates and asset service lives for OPG's regulated and unregulated hydroelectric assets.
- b) Concentric confirms that vintage retirement data was provided by OPG.

1 c) Concentric confirms that the referenced analyses refer to the annual Depreciation
2 Review Committee Recommendations for Regulated Renewable Generation which
3 can be found at Ex. F4-1-1 Attachments 8 to 11.
4

5 d) Average Service Life estimates are impacted by a number of factors, which are
6 specific to the utility being studied. Apart from its clients, Concentric does not
7 purport to possess the relevant knowledge necessary to evaluate all the factors and
8 analyses used in the depreciation methodology of its clients' peers. Without
9 understanding the specifics relating to company accounting policy, accounting
10 systems and data retrieval processes, management and operational
11 procedures, and magnitude of large historic retirement events, for example, the
12 relevance of the peer statistics cannot be known. While a detailed review of
13 information related to depreciation studies not completed by Concentric may be
14 publicly available, without access to all relevant information Concentric would not
15 be able to validate that a direct comparison can be made. Additionally, in the
16 specific circumstances of Canadian electric utilities, there is no Canadian-wide
17 uniform system of accounts, resulting in a wide discrepancy in the level of
18 componentization and the types of assets that are capitalized into any specific
19 account. As such, Concentric views that utilities for which it has an understanding
20 of the relevant factors are more relevant peers than those with which Concentric is
21 not as familiar.
22

23 Concentric has performed depreciation studies for the majority of the investor
24 owned and crown corporation electric utilities throughout Canada, including utilities
25 in every province and territory, and a number of American states. Ms.
26 Nori herself has extensive knowledge of the accounting, retirement, and
27 management policies that are typical throughout the country. Through
28 this expertise, Ms. Nori is able to match utilities with their best peer comparable
29 utilities to ensure that practices are sufficiently similar to draw reasonable
30 conclusions. This also allows for the consideration of local climate, and physical
31 condition of the assets in service – all of which are important in the selection of the
32 final depreciation parameters.

e) Chart 1 below provides a continuity of the gross hydroelectric assets by year.

Chart 1 – Original Cost and Net Book Value of Hydroelectric Property, Plant, and Equipment by Year as of December 31, 2024 (\$M)

| Year | Original Cost | Accumulated Depreciation | Net Book Value |
|--------------------|-----------------|--------------------------|----------------|
| April 1, 1999 | 6,500.5 | (2,269.6) | 4,230.9 |
| 1999 ¹ | 107.6 | (57.4) | 50.2 |
| 2000 | 99.3 | (58.0) | 41.3 |
| 2001 | 76.5 | (45.9) | 30.6 |
| 2002 | 52.9 | (32.9) | 20.1 |
| 2003 | 49.0 | (25.7) | 23.3 |
| 2004 | 83.2 | (47.8) | 35.4 |
| 2005 | 38.9 | (17.1) | 21.9 |
| 2006 | 66.5 | (31.8) | 34.6 |
| 2007 | 68.9 | (25.5) | 43.4 |
| 2008 | 58.3 | (26.6) | 31.7 |
| 2009 | 83.0 | (28.4) | 54.7 |
| 2010 | 95.6 | (33.1) | 62.5 |
| 2011 | 130.5 | (39.1) | 91.4 |
| 2012 | 65.0 | (20.8) | 44.2 |
| 2013 | 1,499.8 | (202.7) | 1,297.1 |
| 2014 | 69.7 | (17.4) | 52.3 |
| 2015 | 81.4 | (19.5) | 61.9 |
| 2016 | 49.6 | (10.4) | 39.3 |
| 2017 | 150.8 | (23.3) | 127.5 |
| 2018 | 140.4 | (22.7) | 117.7 |
| 2019 | 260.2 | (32.1) | 228.1 |
| 2020 | 138.5 | (17.0) | 121.5 |
| 2021 | 255.4 | (23.4) | 232.0 |
| 2022 | 531.1 | (26.9) | 504.2 |
| 2023 | 272.9 | (8.6) | 264.3 |
| 2024 | 331.7 | (3.0) | 328.7 |
| Total Plant | 11,357.4 | (3,166.7) | 8,190.7 |

¹ Reflects establishment of OPG through the purchase of a set of hydroelectric and others assets on April 1, 1999.

SEC Interrogatory #192

Interrogatory

**Reference:
F4-3-1**

Question(s):

Please provide details of all material changes made to the current collective agreement as compared to those in place at the time of the filing of EB-2020-0290.

Response

Details of changes made to the current collective agreements with the PWU and the Society as compared to those in place at the time of the filing of EB-2020-0290 are discussed in Ex. F4-3-1, Section 2.0, Section 6 and Section 7. For ease of reference, material changes, in addition to wage increases and lump-sum payments identified at the above evidence and Ex. L-F4-SEC-194, are summarized below:

- maintained the ability to use PWU represented term-based employees (“Term Employees”) and Society-represented extended temporary employees (ETEs);
- agreement that PWU-represented employees may perform certain refurbishment work traditionally performed by the Building Trades Unions (refer to Ex. D2-3-2, pp. 9-10 for additional discussion);
- secured provisions with the PWU and the Society that allow employees to move between positions and locations without triggering disruptive displacement processes (refer to Ex. D2-3-2, pp. 9-10 for additional discussion);
- broadened job classifications for PWU-represented roles, and greater resourcing flexibility in support of maintenance outages for DNNP operations (refer to Ex. F2-4-1, Section 4.2); and
- permanent collective agreement provisions with the Society that allow for contracting out of professional services, securing increased agility and the option to manage temporary or peaking resource needs (refer to Ex. L-F4-Staff-223 for additional discussion).

Refer to Ex. L-F4-SEC-194 for additional details of the material changes described above.

SEC Interrogatory #194

Interrogatory

**Reference:
F4-3-1**

Question(s):

Please provide a breakdown of the cost impact (additional cost and/or savings) from all changes in the collective agreements with the PWU and the Society since the last application, for each of the following time periods, a) the term of each collective agreement, b) the test period (2027-2031), and c) the total impact if the change extends beyond the test period. Please detail all assumptions made and full calculations. In your response, please provide similar tables included in response to EB-2020-0290, F4-03-SEC-145.

Response

a) - c)

Charts 1 to 5 provide the estimated incremental cost and savings impacts arising from each of the negotiated collective agreements with the Power Workers' Union ("PWU") and the Society of United Professionals ("Society") since EB-2020-0290, for the term of the agreements. As in EB-2016-0152, Ex. L-6.6-15 SEC-072, and EB-2020-0290, Ex. L-F4-SEC-145, cost impact information beyond the current term of the agreements is not detailed in this response, as the agreements may change beyond this timeframe. However, explanations for potential material cost impacts beyond the term of the collective agreements are provided where possible.

Given the greater number of collective agreements covered by this Application as compared to past OPG proceedings, the complexity of OPG's collective bargaining and recognizing the impact of inflation due to the passage of time, OPG has applied a materiality threshold of [REDACTED] per term of a collective agreement in responding to this interrogatory. This threshold is consistent with [REDACTED]. OPG believes this approach supports a reasonable balance between ensuring the OEB has sufficient information regarding the substantive collective bargaining outcomes, while supporting regulatory efficiency in the proceeding.

As discussed in Ex. F4-3-1, pp. 15-17, OPG has been strategically focused [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED] Each
4 agreement, provision and planning assumption addresses distinct yet interconnected
5 issues, [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 Negotiated and arbitrated wage outcomes over the historical period have been
10 generally [REDACTED] (refer to Ex. F4-3-1, p. 25, Chart 1), and cumulative
11 wage increases have been similar to or lesser than organizations with a similar union
12 profile (refer to Ex. F4-3-1, pp. 27-28, Figures 6 and 8). [REDACTED]
13 [REDACTED], OPG secured the continued suspension of the
14 cost-of-living allowance/adjustment provisions in the collective agreements with both
15 unions during this period. [REDACTED]
16 [REDACTED]

17 [REDACTED] permanent
18 purchased service agreement provisions with the Society, allows on-going contracting
19 [REDACTED] and provides OPG with important operational and cost flexibility. These
20 provisions enable the company to access specialized skills, manage workload peaks,
21 and deploy resources more efficiently without permanently increasing the internal
22 workforce, while continuing to meet safety and performance requirements (refer to Ex.
23 L-F4-Staff-223).
24 [REDACTED]

25 [REDACTED] reflect the operational complexities of OPG's collective
26 agreements as the company approaches a new major refurbishment program that
27 requires significant labour transitions. In particular, a negotiated outcome since EB-
28 2020-0290 supports the ability to [REDACTED] DNNP
29 operations through broadened job descriptions for PWU-represented employees (refer
30 to Ex. F4-3-1, p. 7, lines 4-11). Furthermore, OPG negotiated agreements that provide
31 flexibility [REDACTED] enabling the utilization
32 of existing operational staff to work on the PRP. This allows OPG to leverage the critical
33 station-specific expertise, such as radiation protection, maintenance, and fuel
34 handling, to support PRP work. This approach also ensures timely access to qualified
35 labour to meet project schedules in a [REDACTED] labour [REDACTED]
36 [REDACTED]
37 [REDACTED]

38 [REDACTED] Refer to Ex. L-F4-Staff-225 for additional details about [REDACTED]
39 [REDACTED] over the IR term.
40 [REDACTED]

41 Specifically, as described above and in Ex. F4-3-1, pp.6-7, and Ex. D2-3-4, pp. 7-8, a
42 jurisdictional tripartite agreement with the PWU and Building Trades Unions provides
43 OPG with the ability to utilize Pickering PWU-represented operational employees for

1 the PRP instead of using contractors for work that otherwise would fall outside its
 2 labour jurisdiction. This strategy, together with the more flexible redeployment
 3 provisions for Society-represented employees working in the Durham Region, is
 4 expected to [REDACTED]

5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]. This does not take into account [REDACTED]
 9 [REDACTED].

10
 11 The achievement of the above collective bargaining outcomes reflects the
 12 responsiveness of OPG's labour relations strategies to shifting business priorities
 13 during the historical period. as OPG has used [REDACTED]
 14 [REDACTED]
 15 [REDACTED] ongoing operations and preserves the [REDACTED]
 16 [REDACTED]. The financial impacts of these broader agreements
 17 over the specific collective agreement terms are provided in each Chart below, as
 18 applicable.

19
 20 **Chart 1 -**
 21 PWU Collective Agreement Material Impacts
 22 April 1, 2022 to March 31, 2024 Agreement
 23

| Item ^{1,2} | Costs / (Savings) \$M |
|---------------------------------------------------------------------|-----------------------------|
| 2-Year Wage Increases ³ | [REDACTED] |
| One-time lump sum, signing bonus | [REDACTED] |
| Nuclear Outage Purchased Services Threshold Renewal ⁴ | [REDACTED] |
| Renewal of Term Employees Category ⁵ | [REDACTED] |
| Total | [REDACTED] |

24 *Numbers may not add due to rounding*

25
 26 Notes for Chart 1:

- 27 1. [REDACTED]
 28 [REDACTED]
 29 [REDACTED]
 30 [REDACTED]
 31 [REDACTED]
 32 [REDACTED]
 33 2. [REDACTED]
 34 [REDACTED]

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Chart 2 -
 PWU Collective Agreement Material Impacts
 April 1, 2024 to March 31, 2027 Agreement

| Item ⁶ | Costs / (Savings) \$M |
|-----------------------------------------------------------------------|-----------------------|
| 3-Year Wage Increases ¹ | █ |
| Bill 124 Moderation Period Settlement ² | █ |
| Bill 124 One-time Payment (2024) | █ |
| Nuclear Outage Purchased Services Threshold Renewal ³ | █ |
| Renewal of Term Employees Category ⁴ | █ |
| Ability to redeploy PWU-represented employees to the PRP ⁵ | █ |
| Total | █ |

Numbers may not add due to rounding

Notes for Chart 2

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Chart 3 -
 Society Collective Agreement Material Impacts
 January 1, 2022 to December 31, 2023 Agreement

| Item ³ | Costs / (Savings) \$M |
|-----------------------------------------------|-----------------------|
| 2-Year Wage Increases ¹ | |
| Bill 124 Moderation Period Award ² | |
| Purchased Services Agreement (made permanent) | |
| Overtime Amendments ⁴ | |
| Total | |

Numbers may not add due to rounding

Notes for Chart 3:

1. [Redacted]

1 2. [Redacted]
 2 [Redacted]
 3 3. [Redacted]
 4 [Redacted]
 5 [Redacted]
 6 [Redacted]
 7 [Redacted]
 8 4. [Redacted]
 9 [Redacted]

10
 11 **Chart 4 -**
 12 Society Collective Agreement Material Impacts
 13 January 1, 2024 to December 31, 2025 Agreement
 14

| Item | Costs / (Savings) \$M |
|-------------------------------------------------------------|-----------------------------|
| 2-Year Wage Increases ¹ | [Redacted] |
| One-time wage grid adjustment ² | [Redacted] |
| Redeployment provisions supporting transitions ³ | [Redacted] |
| Total | [Redacted] |

15 *Numbers may not add due to rounding*

16
 17 Notes for Chart 4:

18 1. [Redacted]
 19 [Redacted]
 20 [Redacted]
 21 2. [Redacted]
 22 [Redacted]
 23 3. [Redacted]
 24 [Redacted]
 25 [Redacted]
 26 [Redacted]
 27 [Redacted]
 28 4. [Redacted]
 29 [Redacted]

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Chart 5 -
Society Collective Agreement Material Impacts
January 1, 2026 to December 31, 2028 Agreement

| Item ² | Costs / (Savings) \$M |
|------------------------------------|-----------------------------|
| 3-Year Wage Increases ¹ | [REDACTED] |

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Notes for Chart 5:

- 1. [REDACTED]
- 2. [REDACTED]

1 **SEC Interrogatory #196**

2
3 **Interrogatory**

4
5 **Reference:**
6 **F4-3-1, Attachment 1, p. 3**

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8 Question(s):

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10 Please provide a revised version of Appendix 2K, that, a) separates Management into
11 executive and non-executive management, b) breakdown compensation between
12 capital and OM&A, and c) include an additional table that includes all employees for
13 hydroelectric, nuclear, and DNNP.

14
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16 **Response**

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18 a) and b) Refer to Ex. L-F4-AMPCO-115 Attachment 1

19
20 b) Refer to Ex. L-F4-CCC-089 Attachment 1.

SEC Interrogatory #199

Interrogatory

**Reference:
F4-2-1, p. 3, 8**

Preamble:

OPG proposes that the announced extension of the accelerated investment incentive program (“AIIP”) during the bridge year and IR term be captured through variance accounts including the Income & Other Taxes Variance Account. If the impacts were included in the revenue requirement sought for approval, please provide the impact on the income tax expense for each year.

Question(s):

Please provide all calculations.

Response

Refer to Ex. L-F4-CCC-084.

Board Staff Interrogatory #221

Interrogatory

Reference:

Ref 1: Exhibit F4 / Tab 3 / Schedule 1 / p. 5

Preamble:

At Reference 1, OPG states that OPG was able to reach agreements with both the Power Workers' Union (PWU) and the Society of United Professionals (the Society) on more efficient downsizing provisions for a partial or total Pickering closure during the first rounds of bargaining after EB-2020-0290.

Reference 1 also states that the new provisions cover a potential downsizing related to the completion of the Darlington Refurbishment Program.

Question(s):

- a) Please clarify whether there are any new workforce planning provisions in the agreements with the PWU or the Society related to the Pickering Refurbishment Program since 2024.

Response

- a) OPG interprets "workforce planning provisions" as any provisions or agreements that impact the ability to plan for workforce changes such as redeployment or downsizing. There have been no new provisions negotiated with the PWU or Society since 2024 related to organizational downsizing. However, during negotiations for the Society renewal collective agreement term from January 1, 2026 through December 31, 2028, OPG and the Society jointly agreed to renew the provisions agreed to in previous rounds of negotiations.

With respect to other provisions related to staff redeployments and transitions, there are two notable provisions that were either negotiated or successfully awarded through interest arbitration. As discussed in Ex. F4-3-1, p. 6, OPG successfully secured provisions with the PWU and the Society that allow employees to move between positions and locations without triggering disruptive displacement processes. Under the PWU agreement, OPG has increased flexibility to deploy PWU-represented employees across the fleet and in a wider span of jobs. Under the Society agreement, staff redeployment provisions have been modified to allow OPG to more effectively reassign Society-represented employees within the

1 Durham region, where Pickering, Darlington and many of the supporting functions
2 are located. In September 2024, the Society challenged OPG's practical application
3 of this agreement through the grievance process, ending in an arbitration hearing.
4 In February 2025, OPG received a favourable arbitration award allowing OPG to
5 maintain the right to redeploy staff. This permits OPG to make staffing changes and
6 transitions related to the conclusion of the DRP and advancement of the PRP using
7 the aforementioned provisions.
8
9 Refer to Ex. L-F4-SEC-194 for additional information on the cost savings related to
10 the above provisions.

Board Staff Interrogatory #223

Interrogatory

Reference:

Ref 1: Exhibit F4 / Tab 3 / Schedule 1 / p. 7

Preamble:

At Reference 1, OPG states that it achieved permanent collective agreement provisions with the Society that allow for contracting out of professional services “securing increased agility and the option to manage temporary or peaking resource needs more cost effectively.”

Question(s):

- a) Please compare the cost effectiveness of contracting out professional services to the use of temporary and term employees.

Response

- a) Given the general nature of the question, this response provides a broad perspective on the use of contracted professional services and temporary employees at OPG. For clarity, Term Employees are the exclusive labour jurisdiction of the PWU and cannot be used in place of the professional services that may be contracted out to perform work that falls under the labour jurisdiction of the Society.

The purpose of the provision referenced is to preserve and secure the ongoing ability to determine the appropriate resourcing approach in circumstances involving temporary or peak workload requirements. Without this flexibility, peak or specialized, intermittent work needs would have to be met through regular or temporary employees, which may be unsuitable to the work as well as entail incremental recruitment, onboarding, supervision, potential severance and other employee-related costs. Refer to Ex. L-F4-SEC-194 for additional information on the cost differential of using contracted resources relative to Regular employees.

For example, peak volumes in the recruitment function are commonly addressed through temporary staffing, given labour market availability of the labour and the transferability of the skillset. On the other hand, OPG may engage contracted professional services for specialized engineering work performed on a periodic basis, such as a Periodic Safety Review for a nuclear station that is conducted

1 every ten years, or periodic Fire Hazard Analysis assessments required every five
2 years under CSA N293-17. In these cases, specialized expertise and tools are
3 required and are more efficiently sourced through a qualified vendor, with OPG
4 maintaining appropriate oversight.

5
6 Having the ability to contract out professional services where necessary provides
7 greater flexibility to meet business needs and ensures the appropriate resource
8 type can be secured, contributing to the overall cost effectiveness of OPG's
9 operations.

Board Staff Interrogatory #228

Interrogatory

Reference:

Ref 1: Exhibit F4 / Tab 3 / Schedule 1 / p. 20

Preamble:

At Reference 1, OPG states that as of 2022, Nuclear base OM&A FTEs were beginning to attrite to levels lower than those planned in EB-2020-0290, which if left unaddressed, would lead to inadequate staffing levels to meet operational needs. With the implementation of a responsive workforce plan, by 2023, FTE levels aligned more closely to the original planned resourcing requirements established in EB-2020-0290.

Question(s):

- a) Please provide the planned vs. actual Nuclear Base OM&A FTE numbers and compensation costs in 2022 and 2023.

Response

- a) The EB-2020-0290 plan and actual Nuclear Base OM&A FTEs and compensation costs for 2022 and 2023 are provided in Chart 1 below. In response to Ex. L-F4-SUP-017, 2025 actuals are included.

**Chart 1 –
 2022, 2023 and 2025 Nuclear Base OM&A FTEs and Compensation Costs**

| | EB-2020-0290 | EB-2025-0297 | EB-2020-0290 | EB-2025-0297 | EB-2025-0297 |
|-------------------------------------------------------------|------------------|--------------------|------------------|--------------------|--------------------|
| Nuclear Facilities (excluding DNNP LP) Base OM&A | 2022 Plan | 2022 Actual | 2023 Plan | 2023 Actual | 2025 Actual |
| Direct FTEs | 4,984.2 | 4,764.6 | 4,865.0 | 4,909.5 | 4,352.7 |
| Allocated FTEs | 1,104.5 | 1,127.0 | 1,048.2 | 1,294.0 | 1,187.6 |
| Total FTEs | 6,088.7 | 5,891.6 | 5,913.2 | 6,203.6 | 5,540.3 |
| Total Compensation Costs \$M | 1,179.5 | 1,202.4 | 1,175.5 | 1,391.8 | 1,294.2 |

Board Staff Interrogatory #232

Interrogatory

Reference:

Ref 1: Exhibit F4 / Tab 3 / Schedule 1 / p. 33

Preamble:

At Reference 1, OPG states that its registered pension plan has Available Actuarial Surplus. In March 2025, OPG's Board of Directors approved a reduction in OPG's contributions to match the level of employee contributions over the 2025-2027 period, effective March 2025.

Reference 1 further states that the Available Actuarial Surplus is forecasted to continue throughout the IR term and that OPG's 2025-2031 Business Plan and the Application assume that OPG's employer contributions will continue to match employee contributions over this period.

Question(s):

- a) By how much did OPG reduce its employer contribution in 2025 and 2026, relative to what would be required if the pension plan had not been in a funding surplus?
- b) Please provide the estimated compensation cost savings in 2027-2031 arising from the assumption that employer contributions will continue to be lower than what would be required if the pension plan was not in a funding surplus?

Response

- a) OPG reduced its registered pension plan contribution by approximately \$58M in 2025 and forecasts reducing it by approximately \$74M in 2026, relative to what would otherwise be required based on the January 1, 2025 actuarial valuation of the pension plan for funding purposes, on account of the funding surplus as discussed in Ex. F4-3-1, Section 7.0.1.
- b) Refer to Ex. L-F4-SUP-027.

Board Staff Interrogatory #234

Interrogatory

Reference:

Ref 1: Exhibit F4 / Tab 3 / Schedule 2 / pp. 9-10, 26

Preamble:

OPG states that its pension and other post-retirement benefits (OPEB) costs are determined annually by an independent actuary using management's best estimate assumptions, both economic and demographic, and that many of the pension assumptions used for accounting purposes are the same as those used in the actuarial valuations for funding purposes.

OPG also states that the expected long-term rate of return on the registered pension plan (RPP) fund assets continues to be calculated by its independent actuary, Aon, based on the pension fund asset mix and capital market expectations of future risk and return for each class. OPG states that many of the assumptions used in the going concern funding valuations are also applied in accounting valuations for determining the pension obligation and accrual costs.

Question(s):

- a) Please identify the material assumptions and methodologies used to determine the annual pension and OPEB accrual costs included in revenue requirement, including any material plan asset-related assumptions.
 - i. Please identify which of those assumptions and methodologies differ from those used in the actuarial valuations for funding purposes, as discussed in Reference 1.
 - ii. For each material difference identified, please briefly explain the nature of the difference, and whether the difference affects the forecast revenue requirement, cash funding requirements, or both.
 - iii. Please quantify, to the extent possible, the impact on forecast revenue requirement of each material difference identified in part a.
 - iv. Please quantify the impact on forecast revenue requirement of changes in the most material plan asset-related assumption(s), using reasonable sensitivity ranges.

1 Response

2
3 a) The material assumptions and methodologies used to determine the annual
4 pension and OPEB accrual costs are described in Ex. F4-3-2, Sections 4.0 and 4.1.
5 In particular, Ex. F4-3-2, Chart 8, presents key assumptions used to determine
6 OPG's 2025-2031 projected pension and OPEB accrual costs in accordance with
7 US GAAP, which are attributed to the prescribed facilities in the manner described
8 in Ex. F4-3-2, Section 4.2.

9
10 i. and ii.

11
12 As key assumptions for solvency valuations of registered pension plans (for
13 funding purposes) are prescribed under the *Pension Benefits Act* (Ontario) and
14 as there are no forecast contribution requirements pursuant to a solvency
15 valuation for OPG's registered pension plan, OPG interprets the question to be
16 in relation to actuarial assumptions and methodologies for the registered
17 pension plan as used for US GAAP purposes compared to those used for going
18 concern valuations (for funding purposes). As discussed below, such material
19 differences applicable to OPG relate to the discount rate, expected rate of return
20 and provision for adverse deviation ("PfAD") set of assumptions, as well as
21 certain asset valuation methodologies.

22
23 The discount rate used to determine the current service cost and interest cost
24 components of the registered pension plan accrual costs is based on AA
25 corporate bond yield curve as required by US GAAP and as provided by an
26 independent actuary. US GAAP also requires that accrual costs include an
27 expected return on assets component, which utilizes an expected long-term rate
28 of return on the pension fund assets. This expected long-term rate of return is
29 based on calculations prepared by Aon, OPG's external actuary, and is further
30 discussed in Ex. L-F4-CCC-093. Furthermore, for purposes of determining
31 accrual costs, the pension fund assets are valued using a market-related value
32 of assets, which recognizes gains and losses on equity assets relative to a 6%
33 assumed real return over a five-year period. This market-related value is used
34 in the calculation of the expected return on assets and the amortization of
35 actuarial gains and losses components of the accrual costs.

36
37 The going concern benefit obligation and associated funding requirements for
38 the registered pension plan are determined using a discount rate representing
39 Aon's best estimate expected long-term rate of return on pension plan assets.
40 This discount rate is therefore typically close to the rate used to calculate the
41 expected return on assets component of the accrual costs, with some
42 differences possible to the treatment of passive investment management fees
43 or other technical factors based on the applicable actuarial or accounting

1 standards. In this proceeding, the accounting assumption for the expected long-
2 term rate of return of 6.25% used to determine the forecasted accrual costs is
3 the same as the going concern valuation discount rate.
4

5 The going concern valuation incorporates a PfAD as required by the *Pension*
6 *Benefits Act* (Ontario), which serves to increase funding requirements. The
7 PfAD is determined based on the plan's target asset allocation at the valuation
8 date and is tested against an overall benchmark discount rate that varies with
9 the Government of Canada bonds yields. There is no similar construct
10 applicable under US GAAP.
11

12 For purposes of determining the annual pension plan contributions under the
13 going concern valuation, the pension fund assets are valued using an actuarial
14 value of assets. The actuarial value of assets recognizes asset gains and losses
15 based on the difference between the actual investment return and the expected
16 investment return based on the going concern valuation discount rate over a
17 five-year period.
18

19 The above assumptions and methods that are used for US GAAP purposes
20 impact the determination of forecast pension accrual costs and therefore the
21 requested revenue requirements; they do not impact the forecast pension plan
22 contributions presented in the Application. The above assumptions and
23 methods that are used for going concern valuation purposes could impact the
24 forecast registered pension plan contributions presented in the Application,
25 depending on their impact on the projected available actuarial surplus that
26 informs the company's expected ability to reduce employer contributions to
27 match the level of employee contributions (discussed at Ex. F4-3-2, p. 27, line
28 5, to p. 28, line 4). Changes in forecast pension plan contributions could in turn
29 affect the requested revenue requirements through their effects on the
30 regulatory income tax calculations, where pension contributions are treated as
31 deductible for tax purposes (refer to Ex. F4-2-1, Section 3.2.5), depending on
32 whether the associated regulated business is in a forecasted regulatory taxable
33 income or regulatory tax loss position.
34

- 35 iii. OPG understands the question to be asking to quantify, where possible, the
36 impact on the forecast accrual costs for the registered pension plan as
37 determined in accordance with US GAAP of the differences discussed in part i)
38 above. For the reasons outlined below, OPG does not believe it is possible or
39 practical to quantify such impacts while remaining in compliance with US GAAP
40 and therefore has not done so.
41

42 With respect to the discount rate used to determine the current service cost and
43 interest cost components of the accrual costs, as noted, it must be based on AA

1 corporate bond yield curve as required by US GAAP. US GAAP does not permit
2 this discount rate to be based on an expected rate of return on pension plan
3 assets, such as the one used for going concern valuation purposes. With
4 respect to the application of PfAD required for use in going concern valuations,
5 as noted, there is no similar construct applicable under US GAAP.

6
7 With respect to the expected long-term rate of return used to determine the
8 expected return on assets component of the accrual costs, as noted, that rate
9 in this proceeding is equal to the discount rate used for going concern valuation
10 purposes.

11
12 With respect to the asset valuation method used for the calculation of the
13 expected return on assets and the amortization of actuarial gains and losses
14 components of the accrual costs compared to the method used to determine
15 the actuarial value of assets for going concern valuation purposes, for
16 accounting purposes, a method change would represent a change in accounting
17 policy under US GAAP that would require retrospective application. Such
18 retrospective application would require a recalculation and restatement of
19 financial information for a period of over 25 years, as well as significant
20 assumptions around how such a retrospective change would be treated from a
21 revenue requirement standpoint. It would be practical to undertake such an
22 extensive analysis and OPG has not done so.

- 23
24 iv. The expected long-term rate of return on the pension plan assets is the most
25 material plan asset-related assumption. Aon has estimated the impact of a
26 change in this assumption on the total OPG forecast pension accrual costs for
27 each of the years 2027-2031, which underpin such costs attributed to the
28 prescribed facilities as shown at Ex. F4-3-2, Charts 1 to 3, holding all other
29 assumptions constant. The change was assumed to take place as at December
30 31, 2025, with the cumulative effect reflected for each of the subsequent years.
31 The resulting impacts were attributed to the prescribed facilities in the same
32 manner as the forecast amounts in the pre-filed evidence.

33
34 The estimated increases (decreases) in the proposed revenue requirements
35 resulting from the above calculations are shown in Charts 1. These results are
36 inclusive of associated income tax impacts (calculated at 25% tax rate \div (1-25%
37 tax rate)) for those regulated businesses that are not otherwise in a forecasted
38 regulatory tax loss position.

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Chart 1 – Sensitivities of Proposed Revenue Requirements to Changes in Expected Rate of Return on Pension Plan Assets

| <i>(millions of dollars)</i> | 2027 | 2028 | 2029 | 2030 | 2031 |
|------------------------------|-------------|-------------|-------------|-------------|-------------|
| OPG Nuclear | | | | | |
| 0.25% increase | (35) | (39) | (42) | (46) | (50) |
| 0.25% decrease | 35 | 38 | 42 | 45 | 49 |
| Regulated Hydroelectric | | | | | |
| 0.25% increase | (9) | | | | |
| 0.25% decrease | 9 | | | | |
| DNNP Facilities | | | | | |
| 0.25% increase | (2) | (2) | (2) | (2) | (2) |
| 0.25% decrease | 2 | 2 | 2 | 2 | 2 |
| OPG Nuclear | | | | | |
| 0.50% increase | (71) | (78) | (85) | (93) | (101) |
| 0.50% decrease | 70 | 76 | 83 | 90 | 97 |
| Regulated Hydroelectric | | | | | |
| 0.50% increase | (18) | | | | |
| 0.50% decrease | 18 | | | | |
| DNNP Facilities | | | | | |
| 0.50% increase | (4) | (5) | (4) | (4) | (4) |
| 0.50% decrease | 4 | 5 | 4 | 4 | 4 |

4

Board Staff Interrogatory #235

Interrogatory

Reference:

Ref 1: Exhibit F4 / Tab 3 / Schedule 2 / pp. 11-13, 18

Preamble:

OPG states that forecasting pension and other post-retirement benefits (OPEB) accrual costs requires projections of the actual pension fund performance as well as projections of assumptions that will be used to determine the actual obligations. OPG further states that the forecast 2026-2031 costs use assumptions determined as of the end of December 2024, as updated, effective December 31, 2026, to reflect the 2024 Mortality Improvement Scale (MI-2024). The forecast 2025-2031 costs also reflect previously negotiated pension reform measures effective in 2025. OPG also states that pension costs increased from 2023 to 2024 due in part to updated salary increase assumptions and that 2026 to 2027 forecast costs increase due to the expected adoption of MI-2024.

Question(s):

- a) Please identify all material changes in pension and OPEB assumptions or other forecast inputs reflected in the 2025 to 2031 forecast relative to the assumptions and inputs used in OPG's last payment amounts proceeding.
 - i. For each material change identified, please explain the reason for the change.
 - ii. For each material change, please quantify the impact on the forecast revenue requirement for each affected year.
- b) Please provide a sensitivity analysis, in table form, showing the impact on the 2027-2031 pension and OPEB-related revenue requirement of an increase and decrease in the discount rate assumption of 25 basis points, and 50 basis points.

Response

- a) The material changes in OPG's pension and OPEB assumptions and forecast inputs between EB-2020-0290 and this Application are as follows:

Chart 1
Changes in Key Pension and OPEB Assumptions from EB-2020-0290

| Assumptions | EB-2020-0290 | EB-2025-0297 |
|-------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
| Discount rate for Pension | Current service cost – 3.02% Interest cost – 2.37% | Current service cost – 4.80% Interest cost – 4.39% |
| Discount rate for OPRB* | Current service cost - 3.08% Interest cost – 2.56% | Current service cost – 4.81% Interest cost – 4.47% |
| Discount rate for LTD* | Current service cost – 2.21% Interest cost – 1.67% | Current service cost – 4.37% Interest cost – 3.98% |
| Inflation rate | 1.75% | 2.00% |
| Expected long-term rate of return on pension fund assets (“EROA”) | 6.00% | 6.25% |
| Longer-term salary schedule escalation rate | 2.25% (Inflation rate + 50 bps) | 2.75% (Inflation rate + 75 bps) |
| Mortality improvement scale | 2017 Mortality Improvement Scale (“MI-2017”) | 2024 Mortality Improvement Scale (“MI-2024”) |

*OPRB = other post retirement benefits; LTD = long term disability plan

Additionally, there have been changes to plan membership data and other inputs into the pension and OPEB actuarial calculations, as discussed further below.

i. and ii.

Below OPG discusses the reasons for each material assumption or input change with respect to the determination of its pension and OPEB costs, between EB-2020-0290 and this Application.

OPG’s approach to determining key assumptions for pension and OPEB costs is outlined at Ex. F4-3-2, Section 4.0 and is unchanged from EB-2020-0290. These assumptions are determined in the same manner as reflected in OPG’s consolidated financial statements and, in accordance with US GAAP, must be reviewed and as necessary updated annually to ensure they continue to represent the best estimate of future event. OPG’s pension and OPEB costs and obligations are determined annually by an external actuary. OPG follows the recommendations of the external actuary, Aon and does not adopt any assumptions with which Aon, does not agree. Aon’s report on OPG’s forecast pension and OPEB costs including the key assumptions reflected in this Application is found at Ex. F4-3-2. Attachment 1.

1 The forecast 2021-2026 costs in EB-2020-0290 reflected projections of benefit
2 obligations and pension fund assets at the end of each year in the 2020-2025 period
3 using the assumptions determined as of the end of June 2020. The forecast 2025
4 costs in this Application were determined using actual December 31, 2024 values
5 of the benefit obligations and pension fund assets, and the final assumptions as of
6 December 31, 2024. The forecast 2026-2031 costs in this Application reflect
7 projections of benefit obligations and pension fund assets at the end of each year
8 in the 2025-2030 period using the assumptions determined as of the end of
9 December 2024, as updated, effective December 31, 2026, to reflect MI-2024 as
10 recommended by Aon.

11
12 The discount rates used to forecast pension and OPEB costs in the Application
13 have been determined by an external actuary based on the yield curve as at
14 December 31, 2024, and the EB-2020-0290 discount rates were determined based
15 on the yield curve at the time. OPG continues to follow the same full yield curve
16 approach to determining pension and OPEB costs as it did in EB-2020-0290,
17 described at Ex. F4-3-1, p. 10, lines 1-9. As noted in that evidence, there has been
18 no new authoritative guidance issued since EB-2020-0290 with respect to the
19 selection of such discount rates.

20
21 The long-term inflation assumption continues to be set based on a long-term
22 outlook view of the consumer price index, informed by economic forecasts and the
23 Bank of Canada's target range of inflation and spreads between nominal and real
24 interest rates. While historically the assumption was set at 2.0%, in consultation
25 with OPG's external actuary, it was lowered to 1.75% in recognition of observed
26 narrowing between nominal and real interest rates around the time of EB-2020-
27 0290.¹ This was also Aon's best estimate assumption in the January 1, 2020
28 actuarial valuation for funding purposes. The long-term inflation assumption was
29 subsequently restored to 2.0% to reflect updated long-term economic expectations
30 and evolving macroeconomic conditions, and is also Aon's best estimate
31 assumption in the January 1, 2025 actuarial valuation of OPG's registered pension
32 plan for funding purposes.

33
34 The longer-term salary escalation rate builds on the long-term inflation assumption.
35 Determined in consultation with Aon, the longer-term salary escalation rate is equal
36 to the long-term inflation rate plus 0.75% in this Application, an increase from plus
37 0.50% used in EB-2020-0290.² This change is explained in Ex. L-F4-CCC-093.

38
39 The expected long-term rate of return on pension plan assets reflects calculations
40 prepared by Aon, based on the pension fund asset mix and capital market

¹ See Ex. EB-2020-0290, L-F4-03-Staff-306.

² The near-term salary growth assumptions continue to reflect known short-term expectations based on collective agreement provisions and other expectations of salary growth.

1 expectations of future risk and return for each asset class within the fund portfolio
2 as determined by Aon. The increase in the expected long-term rate of return from
3 6.00% in EB-2020-0290 to 6.25% in this Application reflects higher longer-term
4 inflation assumptions and expected fixed income returns. Aon continues to use the
5 same approach to these calculations, as described further at Ex. F4-3-2,
6 Attachment 1, p. 7. As discussed in Ex. L-F4-Staff-234, part a), the expected long-
7 term rate of return in this Application is the same as the
8 going concern valuation discount rate determined by Aon in the January 1, 2025
9 actuarial valuation of OPG's registered pension plan for funding purposes.

10
11 As discussed in Ex. F4-3-2, p. 11, line 26 to p. 12, line 8, Aon also recommended
12 an update, effective as of the end of 2026, to the mortality improvement scale
13 assumption to reflect recently released Mortality Improvement Scale ("MI-2024")
14 from the Canadian Institute of Actuaries. Aon advised OPG that it expects MI-2024
15 to be widely adopted by pension plan sponsors in Canada, as a best estimate of
16 mortality improvement assumption for the Canadian pensioner population (Ex. F4-
17 3-2, Attachment 1, p. 7).

18
19 Additionally, there are differences in the underlying pension and benefit plan
20 membership data to reflect changes in the demographic characteristics of the OPG
21 population over time; the forecast OPG headcount and associated employee
22 retirement assumptions between EB-2020-0290 and this Application due in large
23 part to the Pickering station no longer expected to end commercial operation in the
24 near term; and the health care benefit costs (referred to as "claims costs")
25 underpinning the OPEB costs, which are periodically updated by Aon in the normal
26 course based on OPG's actual historical experience.

27
28 OPG's external actuary, Aon, has estimated the impact on the total OPG forecast
29 pension and OPEB accrual costs for each of the years 2027-2031, which underpin
30 such costs attributed to the prescribed facilities as shown at Ex. F4-3-2, Charts 1
31 to 3, of a change in the material assumptions from EB-2020-2090 as requested in
32 the question, holding all other assumptions constant as each of the material
33 assumptions changes. The change was assumed to take place as at December 31,
34 2025, with the cumulative effect reflected for each of the subsequent years. The
35 resulting impacts were attributed to the prescribed facilities in the same proportion
36 as the forecast amounts in the pre-filed evidence.

37
38 The estimated increases (decreases) in the proposed revenue requirements
39 resulting from the above calculations are shown in Chart 2. These results are
40 determined on the basis of pension and OPEB costs reflected in OM&A expenses
41 and are inclusive of associated income tax impacts (calculated at 25% tax rate / (1-
42 25% tax rate)) for those regulated businesses that are not otherwise in a forecasted
43 regulatory tax loss position.

Chart 2
Impact on Proposed Revenue Requirements to Changes in Material Pension/OPEB Assumptions Since EB-2020-0290

| <i>(millions of dollars)</i> | 2027 | 2028 | 2029 | 2030 | 2031 |
|-------------------------------------|-------------|-------------|-------------|-------------|-------------|
| OPG Nuclear | | | | | |
| EB-2020 Yield Curve (discount rate) | (223) | (204) | (194) | (183) | (206) |
| Inflation – 1.75% | 34 | 36 | 39 | 42 | 47 |
| MI2017 | 27 | 28 | 31 | 32 | 35 |
| EROA – 6.00% | (35) | (38) | (42) | (45) | (49) |
| Salary Scale | 25 | 26 | 28 | 31 | 35 |
| 2020 Claims Costs | (20) | (19) | (19) | (19) | (18) |
| Regulated Hydroelectric | | | | | |
| EB2020 yield curve | (66) | | | | |
| Inflation – 1.75% | 9 | | | | |
| MI2017 | 7 | | | | |
| EROA – 6.00% | (9) | | | | |
| Salary Scale | 6 | | | | |
| 2020 Claims Costs | (5) | | | | |
| DNNP Facilities | | | | | |
| EB2020 yield curve | (13) | (11) | (10) | (11) | (11) |
| Inflation – 1.75% | 2 | 2 | 2 | 2 | 2 |
| MI2017 | 1 | 1 | 1 | 1 | 1 |
| EROA – 6.00% | (2) | (2) | (2) | (2) | (2) |
| Salary Scale | 1 | 1 | 1 | 1 | 1 |
| 2020 Claims Costs | (1) | (1) | (1) | (1) | (1) |

Aon has indicated that it is not feasible to isolate the impact of the changes in the plan membership data, forecast headcounts or retirement assumptions since the EB-2020-0290 forecasts.

b) Aon has estimated the impact on the total OPG forecast pension and OPEB costs for each of the years 2027-2031, which underpin such costs attributed to the prescribed facilities as shown at Ex. F4-3-2, Charts 1 to 3, of a change in the discount rate assumption requested in the question, holding all other assumptions constant. The change was assumed to take place as at December 31, 2025, with the cumulative effect reflected for each of the subsequent years. The resulting impacts were attributed to the prescribed facilities in the same proportion as the forecast amounts in the pre-filed evidence.

The estimated increases (decreases) in the proposed revenue requirements resulting from the above calculations are shown in Chart 3. These impacts are determined on the basis of pension and OPEB costs reflected in OM&A expenses and are inclusive of associated income tax impacts (calculated at 25% tax rate /(1-25% tax rate)) for those regulated businesses that are not otherwise in a forecasted regulatory tax loss position.

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Chart 3
Sensitivities of Proposed Revenue Requirements to Changes in
Discount Rate – Pension and OPEB

| <i>(millions of dollars)</i> | 2027 | 2028 | 2029 | 2030 | 2031 |
|------------------------------|-------------|-------------|-------------|-------------|-------------|
| OPG Nuclear | | | | | |
| 0.25% increase | (7) | (7) | (7) | (7) | (9) |
| 0.25% decrease | 13 | 7 | 8 | 7 | 9 |
| Regulated Hydroelectric | | | | | |
| 0.25% increase | (3) | | | | |
| 0.25% decrease | 4 | | | | |
| DNNP Facilities | | | | | |
| 0.25% increase | 0 | 0 | 0 | 0 | 0 |
| 0.25% decrease | 0 | 0 | 0 | 0 | 0 |
| OPG Nuclear | | | | | |
| 0.5% increase | 15 | 12 | 9 | 8 | 4 |
| 0.5% decrease | 34 | 25 | 20 | 20 | 26 |
| Regulated Hydroelectric | | | | | |
| 0.5% increase | 3 | | | | |
| 0.5% decrease | 10 | | | | |
| DNNP Facilities | | | | | |
| 0.5% increase | 1 | 1 | 1 | 0 | 0 |
| 0.5% decrease | 2 | 1 | 1 | 0 | 0 |

6

Society Interrogatory #017

Interrogatory

Reference:

(1) OEB staff interrogatory F2-Staff-228 ie provide planned vs. actual Nuclear Base OM&A FTE numbers and compensation costs in 2022 and 2023

(2) OPG reply to F4-SUP-14 a) ie update Exhibit F4-3-1, Attachment 1, "Appendix 2K" with 2025 actuals and an updated 2026 forecast.

Question(s):

a) Please update reference (2) with data for 2022 and 2023 based on OPG's reply to reference (1).

Response

a) Refer to Ex. L-F4-Staff-228 for planned and actual Nuclear Base OM&A FTE and compensation costs in 2022 and 2023. 2025 Actuals are also provided. The latest 2026 projections available in the Appendix 2K level of detail are per the budget included in the pre-filed evidence.

Society Interrogatory #023

Interrogatory

Reference:

(1) Exhibit F4-3-1, Attachment 3, "Total Compensation Benchmarking Study prepared by Willis Towers Watson" p14 Total Remuneration Analysis Results (Nuclear Authorized compared to 50th percentile)

| Segment | # of OPG Matched Incumbents | Base Salary | Total Direct Compensation | Total Remuneration Excluding PTO | Total Remuneration |
|----------------------|-----------------------------|----------------|---------------------------|----------------------------------|--------------------|
| | | %above / below | %above / below | %above / below | %above / below |
| PWU | 4,885 | 20.5% | 13.3% | 13.7% | 12.2% |
| Total Exc. Nuc. Auth | 4,694 | 20.3% | 12.1% | 12.4% | 10.9% |
| Nuclear Authorized | 191 | 23.5% | 30.9% | 33.5% | 33.2% |
| Society | 3,737 | 26.2% | 13.8% | 18.7% | 19.2% |
| Total Exc. Nuc. Auth | 3,647 | 26.2% | 15.7% | 20.6% | 21.1% |
| Nuclear Authorized | 90 | -13.2% | -19.0% | -15.9% | -15.2% |
| Management | 1,299 | -11.5% | -13.6% | -12.9% | -13.8% |
| Total Exc. Nuc. Auth | 1,239 | -10.0% | -12.0% | -11.4% | -12.4% |
| Nuclear Authorized | 60 | -27.7% | -26.0% | -25.2% | -26.2% |
| OPG Total | 9,921 | 16.4% | 7.2% | 9.4% | 8.9% |

*Note: In conducting the current review, the definition of compensation provided to PWU Term employees has been revised to include the remittances for union-administered benefit programs provided to the Term employees. WTW revisited the 2020 benchmarking report and recalculated the results to reflect the corrected definition so that a comparison between the two benchmarking reports may be done on a consistent basis. OPG's recalculated total remuneration ("TR") in 2020 is 8.6% above market median ("P50") and recalculated TR excluding PTO is 11.1% above P50. For the PWU segment, recalculated TR is 12.9% above P50 and recalculated TR excluding PTO is 16.9% above P50.

(2) Exhibit F4-3-1, Section 5.1.1 PWU and Society-represented Term-Based Employees, p17 lines 28-29

Preamble:

"Pursuant to collective agreement provisions, OPG will have substantially no Term Employees or ETEs in its workforce after 2026."

Question(s):

- a) Regarding Reference (1), please explain why Society total remuneration rose 5.4% above total direct compensation whereas PWU and Management did not when they have similar pension and health and dental benefits?
- b) Per Reference (2), OPG will substantially have no Term Employees or ETEs in its workforce after 2026. How does this impact the total remuneration provided in Reference (1)?

Response

This response was prepared by WTW:

- 1 a) WTW determines the value of pension and benefit programs using a consistent
2 methodology and a common set of assumptions for each employee profile. These
3 profiles reflect the underlying demographics of the OPG employees represented by
4 that profile including factors such as average age, tenure, salary, and gender. In
5 addition to any differences in the employer provided values of the pension and
6 benefits under the respective collective agreements with the PWU and the Society,
7 the demographics differ between the PWU and the Society segments. As a result,
8 the calculated pension and benefit values (and therefore total remuneration
9 positioning) differ between segments.
10
11 b) Reference (2) refers to the expectation that OPG will not have Term Employees or
12 ETEs after 2026. Since the benchmarking study results in Reference (1) are as of
13 2024 – using 2024 data, including Term Employees at the time – whether there are
14 Term Employees or ETEs after 2026 does not impact the 2024 study results (and
15 the 2024 employees should not be removed from the study).
16

17 In an effort to be of assistance, WTW has prepared information in Chart 1 and 2
18 below, on the basis of the Impact of Pension, Benefits & PWU Terms Incumbent
19 Changes since April 2024 Analysis Results (refer to Ex. F4-3-1, Attachment 3,
20 p.18), excluding the PWU Term and Society ETE incumbents. In this analysis, OPG
21 Total Remuneration overall positioning would be 8.8% with Nuclear Authorized at
22 P50 and 8.0% with Nuclear Authorized at P75.
23

24 **Chart 1**
25 **Impact of Pension, Benefits & PWU Terms Incumbent Changes since April 2024**
26 **Analysis Results (p. 18 of WTW report with Nuclear Authorized at P50) -**
27 **Excluding Terms and ETEs**
28

| Segment | # of OPG Matched Incumbents | Base Salary | Total Direct Compensation | Total Remuneration Excluding PTO | Total Remuneration |
|-----------------------------|-----------------------------|-----------------|---------------------------|----------------------------------|--------------------|
| | | % above / below | % above / below | % above / below | % above / below |
| PWU | 4,562 | 18.4% | 11.4% | 13.8% | 12.9% |
| Total Exc. Nuc. Auth | 4,371 | 18.1% | 10.1% | 12.5% | 11.6% |
| Nuclear Authorized | 191 | 23.5% | 30.9% | 32.6% | 32.4% |
| Society | 3,707 | 26.1% | 13.7% | 17.7% | 18.4% |
| Total Exc. Nuc. Auth | 3,617 | 28.2% | 15.6% | 19.7% | 20.3% |
| Nuclear Authorized | 90 | -13.2% | -19.0% | -16.5% | -15.8% |
| Management | 1,299 | -11.5% | -13.6% | -12.7% | -13.6% |
| Total Exc. Nuc. Auth | 1,239 | -10.0% | -12.0% | -11.2% | -12.1% |
| Nuclear Authorized | 60 | -27.7% | -26.0% | -25.0% | -26.0% |
| OPG Total | 9,568 | 15.4% | 6.3% | 9.1% | 8.8% |

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2
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Chart 2
Impact of Pension, Benefits & PWU Terms Incumbent Changes since April 2024
Analysis Results (p. 18 of WTW report with Nuclear Authorized at P75) -
Excluding Terms and ETEs

| Segment | # of OPG Matched Incumbents | Base Salary | Total Direct Compensation | Total Remuneration Excluding PTO | Total Remuneration |
|-----------------------------|-----------------------------|-----------------|---------------------------|----------------------------------|--------------------|
| | | % above / below | % above / below | % above / below | % above / below |
| PWU | 4,562 | 17.1% | 10.3% | 12.8% | 11.9% |
| Total Exc. Nuc. Auth | 4,371 | 18.1% | 10.1% | 12.5% | 11.6% |
| Nuclear Authorized | 191 | 4.2% | 13.2% | 15.8% | 15.9% |
| Society | 3,707 | 25.8% | 13.1% | 17.1% | 17.7% |
| Total Exc. Nuc. Auth | 3,617 | 28.2% | 15.6% | 19.7% | 20.3% |
| Nuclear Authorized | 90 | -17.2% | -26.7% | -24.2% | -23.6% |
| Management | 1,299 | -11.9% | -14.2% | -13.3% | -14.2% |
| Total Exc. Nuc. Auth | 1,239 | -10.0% | -12.0% | -11.2% | -12.1% |
| Nuclear Authorized | 60 | -31.6% | -30.5% | -29.8% | -30.3% |
| OPG Total | 9,568 | 14.6% | 5.5% | 8.3% | 8.0% |

6

Society Interrogatory #024

Interrogatory

Reference:

(1) Exhibit A1-03-01, Section 3.5 Workforce and Resource Strategy, p15 Ins12-18 “OPG’s regular headcount is forecast to increase by approximately 30% from 2021- 2027, then remain stable through the IR term. This is in contrast to the context of EB-2020-0290, at which time OPG was preparing to downsize as a result of then-planned end of commercial operations at Pickering in 2025. With growing external labour market pressures and a shrinking pool of skilled workers, competition for talent, especially for energy project professionals, has intensified”.

(2) Exhibit F4-03-01, Section 3.2 Work Locations and Employees, p9 Ins20,21 p10 Ins1,2 “OPG seeks to offer opportunities for professional growth and a strong organizational culture to help attract and retain this talent, which is especially important given that such professionals are often attracted to opportunities outside of Ontario”.

(3) Exhibit F4-03-01, Section 3.3 Demographics, p11 Ins2-4 “OPG has a mature and experienced workforce. By year-end 2025, approximately 11% of active regular employees (~1,065) will be eligible to retire with an undiscounted pension, with an additional 15% becoming eligible to retire between 2026-2031.”

Question(s):

a) Further to references (1), (2) and (3), skilled labour availability is a recognized execution risk for nuclear projects. Please describe how this experience profile is factored into the nuclear projects’ risk management and execution planning.

Response

a) Yes, skilled labour availability is a recognized execution risk for nuclear projects that requires ongoing management and has been factored into the projects planning through appropriate strategies, including greater use of OPG labour in the case of the PRP and/or contingencies for labour supply disruption. Given the active risk mitigation described below and leveraging the strategies that worked for the DRP, the risk is expected to be manageable.

OPG is committed to building capacity and the development of a robust supply of skilled labour and talent in the energy sector (refer to Ex. F4-3-1, p.3 and pp. 13-17). Collaborating with other sector partners, trade unions and contractors, OPG supports the development and advancement of skilled workers, strengthening their

1 supply. Additionally, OPG remains focused on ways to increase the level of interest
2 by Indigenous Peoples in the skilled trades, by leading the Indigenous
3 Opportunities Network program, which includes Building Trades Unions (“BTUs”),
4 vendor partners and local Indigenous employment offices. More recently, OPG has
5 been focused on direct outreach and building relationships with local educational
6 institutions, supporting early education to advance interest in the trades and the
7 future pipeline of talent. For example, OPG supported over 75 outreach events in
8 2024 and 2025 to raise awareness for energy sector jobs, including skilled trades.

9
10 OPG also continues to advance its strategies for the skilled trades pipeline,
11 including proactively understanding signals related to demand and supply gaps in
12 the labour market. Working with the Ontario Tripartite Labour Resource Council,
13 these demand profiles are also communicated to the BTUs to provide confidence
14 in the level of apprenticeship intakes and to proactively mitigate shortage risks.

15
16 In managing the risks, OPG is building on the success of the trades supply
17 strategies applied for projects such as the Darlington Refurbishment Program
18 (“DRP”). This included actions to address skilled trades availability through early
19 risk identification, review of supply and demand modelling with trade unions, and
20 sharing of critical skills information with the trade unions. OPG, together with its
21 vendor partners, put together formal mitigation plans to address areas of need
22 through outreach and advocacy initiatives and strategies that included utilizing
23 permit trades and traveler resources. OPG also coordinated with Bruce Power LP
24 to ensure resources were available for projects by sharing demand data and jointly
25 discussing areas of risk. An example of this collaboration was a vendor partner’s
26 utilization of trained resources at Darlington who had also executed refurbishment
27 work at the Bruce stations, minimizing training and reducing the number of trades
28 needed.

29
30 Internally, OPG uses a robust enterprise risk management process to identify,
31 classify, quantify, and mitigate risks. Through risk management practices, the
32 status of challenges with trades availability is monitored and partnerships with the
33 respective unions can respond to help build supply where needed. An example
34 with the DRP was the Boilermaker Helper program, where an additional 100
35 temporary boilermakers were hired and trained to support lower-skilled demolition
36 work so that higher skilled Boilermakers were available for the critical parts of the
37 project.

38
39 Other strategies are leveraged through workforce planning. As discussed in Ex. F4-
40 3-1, pp. 6-7 and Ex. D2-3-2, p.10, the resourcing flexibility negotiated between
41 OPG, the BTU and the PWU enables work historically performed by the BTUs to
42 be assigned to members of the PWU, which will help optimize the execution of the
43 project and enable cost efficiencies (refer to Ex. L-F4-SEC-194). This workforce

1 planning approach entails redeploying existing PWU-represented employees to
2 perform certain work on the project, allowing skilled, knowledgeable and site-
3 experienced labour to execute the work. In addition, the parties have agreed to the
4 potential use of composite/blended crews to better utilize the combined capabilities
5 of the PWU and BTU represented resources, where appropriate (refer to Ex. D2-3-
6 2, p.10). This overall approach to redeployment and resourcing the PRP will support
7 the timely availability of the necessary skilled labour for the program, as well as to
8 the Pickering station itself once the refurbished units begin to return to service.

Society Interrogatory #026

Interrogatory

Reference:

Exhibit F4-3-1, Section 5.1 Workforce Planning and Redeployments, p15 Ins 29-31, p16 In1

Preamble:

“In total, OPG anticipates redeploying about 1,300 employees from the Pickering station to the PRP, Darlington, the DNNP and other parts of the organization. As DRP nears completion, about 200 employees will be redeployed primarily to Darlington and the PRP. These transitions are expected to be completed by the end of 2026.”

Question(s):

- a) OPG has indicated that approximately 1,500 staff are being redeployed to other areas of the organization. For the purpose of assessing the prudence and reasonableness of costs proposed for recovery through rates, please describe the training required to support these redeployments, including:
- i. The types of training provided (e.g., technical, safety, regulatory, management, or role specific);
 - ii. The estimated total training costs associated with the redeployments, by year;
 - iii. Whether these training costs are included in the OM&A forecast in this application; and
 - iv. The expected duration over which redeployed staff are anticipated to reach full productivity in their new roles along with the total annual cost of this lower productivity.

Response

- a)
- i. Central to the redeployment strategy, as discussed in Ex. F4-3-1, OPG successfully secured agreements with the PWU and the Society that permit the movement of employees between locations where they are performing the same or similar work. These agreements support optimal resourcing for the PRP, ensuring the expedited availability of proficient skilled labour required to meet project demands and schedules. OPG has been able to rely on and utilize employees already trained, knowledgeable in their work, and familiar with the station(s), to support such timely transitions. As a result, the required training is

1 limited. This strategy, as it relates to the PRP, is discussed further in Ex. D2-3-
2 4. Where employees are redeployed to roles outside of their base position to
3 address business needs, OPG has prioritized coordination of knowledge, skill
4 and capability, aligning the employees' new assignments with their pre-existing
5 core competencies. This ensures that OPG maximizes specialized knowledge,
6 while minimizing the potential training time, for the efficient execution of required
7 work.

8
9 ii. and iii.

10
11 Training costs as a result of redeployment are expected to be minimal given
12 most employees being redeployed perform the same or similar job functions
13 and are not separately identified in OPG's 2025-2031 Business Plan. OPG
14 notes that, as detailed in Ex. L-F4-SEC-194, the redeployment strategy and
15 workforce plan for resourcing the PRP will avoid significant incremental training
16 and other costs compared to severing and subsequently re-hiring such
17 otherwise PWU redeployed employees.

18
19 iv. The utilization of already proficient skilled labour in order to meet project
20 demands and schedules is a primary objective of OPG's redeployment strategy.
21 As most employees will be performing the same or similar job functions, there
22 is not an expectation of lower productivity.