

EXHIBIT LIST

A – ADMINISTRATIVE

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IN THE MATTER OF the *Ontario Energy Board Act, 1998*,
S.O. 1998, c. 15 (Sched. B), as amended;

AND IN THE MATTER OF an Application pursuant to
section 74 of the *Ontario Energy Board, 1998* by EnWin
Utilities Ltd. seeking a temporary exemption from Mandatory
Time-of-Use Pricing.

APPLICATION

1. The Applicant, EnWin Utilities Ltd. ("EnWin") hereby applies to the Ontario Energy Board (the "Board"), pursuant to section 74 of the *Ontario Energy Board Act, 1998*, as amended (the "Act") for an Order or Orders approving an amendment to EnWin's Electricity Distribution Licence (ED-2002-0527) to provide for a temporary exemption from the requirement under the Standard Supply Service Code for Electricity Distributors to implement time-of-use ("TOU") pricing for RPP customers.
2. In April 2011, the Board granted an extension to EnWin's mandatory date for TOU pricing to December 1, 2012. The Board indicated that if EnWin was unable to meet that date, a subsequent application should be made for a further extension.
3. EnWin has determined that it will not be in a position to implement TOU pricing in advance of its current mandatory date. This is because EnWin's new Customer Information System ("CIS") has not yet been brought into service. In order to implement TOU pricing, EnWin requires that the new CIS be in place, as the use of EnWin's current CIS for this purpose would be unduly risky and expensive and TOU implementation using the current CIS would take almost as long as will be the case using the new CIS.

4. EnWin expects to have completed the procurement of the new CIS by October 2012, and to move immediately to begin the process of implementing the new CIS. EnWin plans to undertake the conversion to TOU pricing in conjunction with the implementation of the new CIS, and expects that it will be in a position to offer TOU pricing by April 30, 2014.
5. Given the risks, costs and timing associated with moving to TOU pricing using EnWin's current CIS, it is in the public interest to allow EnWin an extension to the mandatory date for TOU pricing.
6. EnWin therefore requests an amendment to Schedule 3 of EnWin's licence, to extend the exemption from the requirement for EnWin to implement TOU pricing for RPP customers to April 30, 2014.
7. In the event that this Application cannot be determined in advance of December 1, 2012, which is the date on which EnWin's current exemption from the mandatory date to implement TOU pricing expires, EnWin requests an interim Order providing for a temporary extension of the exemption until a decision is made in this Application.
8. This Application will be supported by written evidence, under the following titles:
 - a. Overview
 - b. Background
 - c. Recent Developments
 - d. Need for Extension of TOU deadlineThe written evidence may be amended from time to time, prior to the Board's final decision on the Application.

9. EnWin requests, pursuant to section 34.01 of the Board's Rules of Practice and Procedure, that this proceeding be conducted by way of written hearing.
10. EnWin further applies to the Board pursuant to the provisions of the Act and the Board's Rules of Practice and Procedure for such final, interim or other Orders and directions as may be appropriate in relation to the Application and the proper conduct of this proceeding.
11. EnWin requests that a copy of every document filed with the Board in this proceeding be served on the Applicant and the Applicant's counsel, as follows:

The Applicant:

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Attention:

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Director, Regulatory Affairs

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DATED at Windsor, Ontario, this 12th day of October, 2012.

ENWIN UTILITIES LTD.

Per: 

Andrew J. Sasso

OVERVIEW

1. Through this Application, EnWin Utilities Ltd. ("EnWin") requests that the Ontario Energy Board (the "OEB", or the "Board") approve an extension to EnWin's mandatory date to implement time-of-use ("TOU") pricing for RPP customers. EnWin requests that it be permitted until April 30, 2014 to implement TOU pricing. This extension would be effected by an amendment to Schedule 3 of EnWin's licence, which currently provides for EnWin to implement TOU pricing by December 1, 2012.
2. As set out in detail in EnWin's written evidence, the reason for the request is that EnWin has not yet replaced its current Customer Information System ("CIS"), and the new CIS is necessary for the conversion to TOU pricing.
3. It would be unduly risky and expensive to convert to TOU pricing using EnWin's legacy CIS. EnWin's current CIS is quite unstable, and would be at great risk of failure if the data and processing demands of TOU pricing were introduced. Failure of the legacy CIS could leave EnWin in a position where all billing activities are disabled, essentially cutting off cash flow to the utility. In addition, failure of the CIS would severely hamper EnWin's ability to addressing customer service issues, because information would not be readily available. Beyond the risks of failure, conversion to TOU pricing using the legacy CIS would lead to very large wasted costs because many of the conversion activities would have to be repeated when the new CIS is implemented.
4. There would also be no time advantage to converting to TOU pricing using EnWin's legacy CIS, since conversion to TOU pricing under the legacy CIS could take 20

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

months, meaning that implementation would not be completed until around June 2014. That date is later than the forecast date by which EnWin will be able to offer TOU pricing using its new CIS.

5. EnWin has now chosen a new CIS to be supplied and implemented by NorthStar Utilities Solutions ("NorthStar"), and is finalizing contract arrangements with NorthStar. EnWin is confident that it will be able to implement TOU pricing in parallel with the implementation of the new CIS. All efforts will be made to implement TOU pricing as soon as possible, however, the current best estimate is that it will take until April 30, 2014 to have TOU pricing implemented for EnWin's RPP customers.
6. EnWin acknowledges that this is an extraordinary request, given the status of TOU implementation by other distributors, and the existing extension of the mandatory date already granted to EnWin. As explained throughout its evidence, though, EnWin has been faced with challenging circumstances in the procurement of its new CIS, and this has led to the current extension request.
7. As part of its 2009 cost of service rate proceeding, EnWin entered into a settlement agreement with stakeholders which endorsed EnWin's plan to acquire a Comprehensive Enterprise Resource Planning ("ERP") software suite to replace EnWin's major IT systems, including the legacy CIS. The first phase of the ERP project was completed by August 2010, and EnWin then proceeded to negotiations for the new CIS.
8. By that time, it was clear to EnWin that the negotiations and subsequent implementation of the new CIS component of the ERP, and TOU pricing, would not

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Brigitte Rivest (IT)

be complete before the OEB's newly established mandatory TOU implementation date. Around that time, EnWin made an Application for an extension of the TOU deadline. The OEB granted an extension to December 1, 2012.

9. Through negotiations with the parties who had supplied and implemented the first phase of the ERP system, it became clear to EnWin that the cost of a complementary SAP CIS was much higher than anticipated. EnWin estimated that the costs of proceeding with a CIS that would be part of the Comprehensive ERP would have been in the order of \$25 million to \$30 million, as compared to an expected cost of less than \$10 million. It was decided, therefore, that continuing with the "Comprehensive ERP" philosophy was not in the interests of ratepayers or the utility.
10. In response, EnWin proceeded with a thorough process to identify all feasible alternatives for a new CIS. Among other things, this process involved re-assessing EnWin's requirements, entering into discussions and negotiations with other distributors to see whether their CIS systems could be leveraged by EnWin, conducting an RFI process to identify other options, evaluating all options from a "fit/gap" perspective, and undertaking discussions with several vendors. This has been a lengthy process, but it has now resulted in a prudent and appropriate choice of CIS, taking into account key determinants such as cost, timing and required functionality.
11. At the same time, EnWin also considered whether it could take steps to implement TOU pricing using its legacy CIS, in advance of the acquisition and implementation of the new CIS. It was determined that this would lead to additional and duplicated costs and effort, and could add risk to an already fragile CIS. In the result, EnWin

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decided to focus its efforts on the procurement of an appropriate new CIS, and implement TOU pricing as soon as possible in conjunction with the new CIS.

12. Although EnWin has appreciated that the additional time taken in choosing a new CIS would delay the implementation of TOU pricing, the utility believes that the interests of its ratepayers are best served by ensuring that the new CIS costs and functionality are appropriate and reasonable. Otherwise, ratepayers would be burdened with higher than necessary CIS costs and/or a new CIS with less than optimal functionality, simply in order to support faster implementation. EnWin does not believe that is in the public interest.
13. It is only very recently that EnWin has finalized its choice of new CIS, and has been able to determine the anticipated timing of the implementation of TOU pricing using the new CIS. Although EnWin has kept OEB Staff apprised of the status of its TOU implementation, and has previously advised the Board that the utility would not be able to meet the December 1, 2012 TOU implementation date, EnWin did not believe that it was appropriate to bring this Application until such time as it had more certainty around a realistic TOU implementation date.
14. EnWin's written evidence addresses and provides context and support for the items noted above.
15. The first section of the evidence reviews the background to this Application, including: (i) EnWin's 2009 cost of service rate application which approved the acquisition of the new Comprehensive ERP; and (ii) EnWin's EB-2010-0367 Application to the Board for an extension of the initial mandatory TOU date to December 1, 2012.

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16. The second section of the evidence sets out the more recent developments in EnWin's installation of smart meters and procurement of a new CIS. This evidence describes the results of EnWin's investigations into the cost of a SAP CIS to complement the first phase of the ERP project, and the decision taken to broaden the search for a new CIS beyond the vendor of the first phase of the ERP. This evidence also describes why the procurement of the new CIS has taken longer than expected, and has delayed the implementation of TOU pricing. Finally, the evidence describes the shift in approach from a SAP CIS implemented by Deloitte as part of a market-leading Comprehensive ERP to Ontario's mid-market standard CIS built and implemented by NorthStar.

17. The third section of the evidence explains why, in all the circumstances of this case, EnWin requires an extension of the mandatory TOU date to April 30, 2014.

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

BACKGROUND

1. EnWin's current deadline to implement TOU pricing is December 1, 2012. That deadline was approved by the Board in response to EnWin's December 2010 Application for an extension to the Board-prescribed Mandatory TOU Date (EB-2010-0367).
2. The evidence filed in EB-2010-0367 set out the basis for EnWin's request. Among other things, the evidence addressed: (i) EnWin's 2009 cost of service rate application which approved the acquisition of the new Comprehensive ERP; (ii) the then-current status of the procurement of EnWin's new CIS; and (iii) the reasons why EnWin would not be in a position to meet the then-current Mandatory TOU date.
3. In respect of the status of the procurement and implementation of EnWin's new CIS, the evidence in the EB-2010-0367 proceeding explained that:
 - a. EnWin's plan to procure and implement a new Comprehensive ERP system, including a new CIS, had been presented in EnWin's 2009 cost of service rate application (EB-2008-0227). The new ERP was proposed to replace EnWin's major IT systems with a suite of integrated solutions encompassing functions such as Finance, HR, Asset Management, Work Management, Supply Chain, Customer Information, Billing, Meter Reading, and Wholesale and Retail Settlement. The solution would remedy the current systems' deficiencies, which included lack of vendor support, lack of integration and limited functionality.

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- b. The Board-approved Settlement Agreement in EnWin's 2009 cost of service rate application endorsed EnWin's procurement and implementation of a Comprehensive ERP system. It should be noted that the Settlement Agreement referenced and relied upon the evidence presented by EnWin which, among other things, estimated the total capital cost of the comprehensive ERP system to be around \$16 million.
- c. Following the Settlement Agreement in the 2009 cost of service rate application, EnWin chose SAP as the Comprehensive ERP vendor and Deloitte as the system integrator ("SI"), and then proceeded to implement the ERP in two phases.
- d. Phase I of the ERP project was implemented and went "live" in May 2010, and was stabilized by August 2010. Phase I included the implementation of stable finance, HR and payroll and asset management and integrated supply chain systems.
- e. In September 2010, EnWin began negotiations with Deloitte related to the implementation of phase II of the Comprehensive ERP, which included the new CIS. At the time that the EB-2010-0367 proceeding was considered, the work with Deloitte to design and enter into an agreement for the implementation of the new SAP CIS was continuing. EnWin's evidence in the EB-2010-0367 proceeding indicated that the new CIS was not expected to be designed, built, configured, cut-over, brought into service and stabilized until early 2012.

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4. In respect of the reasons why EnWin sought an extension of the Mandatory TOU Date to December 2012, the evidence in the EB-2010-0367 proceeding explained that:
- a. The new CIS would not be in place until at least 14.5 months after procurement arrangements were finalized, and it would take some time thereafter to complete the transition to TOU pricing.
 - b. It was not expected that TOU pricing could be implemented using the new CIS until December 2012. This timing was based upon the implementation of a new CIS in early 2012, followed by work with the Smart Metering Entity ("SME") and the MDM/R (Meter Data Management and Repository) to implement and test TOU pricing, which would take an additional 10 months. EnWin indicated that this sequential approach was intended to provide time for the new CIS to be stabilized before introducing the complexities associated with MDM/R connectivity and TOU billing.
 - c. It would be risky to transition to TOU pricing using the legacy CIS, because that system is unsupported and fragile. EnWin indicated its concern that the demands that TOU implementation would place on the legacy CIS could render it entirely inoperable.
 - d. EnWin did not have the resource capabilities to simultaneously implement a new CIS, and move to TOU pricing using the legacy CIS.

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- e. There would be significant wasted cost associated with transitioning to TOU pricing on the legacy CIS, and then soon after decommissioning that system and having to implement TOU pricing as part of the new CIS.
5. On April 13, 2011, the Board issued its Decision and Order in the EB-2010-0367 proceeding, granting EnWin's request for an extension of the Mandatory TOU Date to December 1, 2012. A copy of the Decision and Order is filed as **Exhibit B, Tab 2, Schedule 2**.
6. In its Decision and Order, the Board acknowledged that EnWin had consistently indicated that it would not implement its new CIS until after the first phase of the ERP project was completed. The Board agreed that it was appropriate to wait for the new CIS to be in place before moving to TOU pricing. In that regard, the Board indicated that the expenditure of additional costs and resources to first convert to TOU pricing using the legacy CIS and then going through the same process using the new CIS was not in the public interest.
7. The Board therefore approved an amendment to EnWin's distribution licence to include, in Schedule 3, an exemption until December 1, 2012 from the requirement to apply TOU pricing under the Standard Supply Service Code for Electricity Distributors. A copy of EnWin's Electricity Distribution Licence is filed as **Exhibit B, Tab 2, Schedule 3**.
8. Through the time that the Board had been considering EnWin's TOU extension application, the utility had been continuing its work to determine the required design for a new CIS. EnWin was also in the midst of negotiations with Deloitte for an

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
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agreement related to the implementation of a new SAP CIS to complement Phase I of the ERP project.

9. Just before the Board issued its Decision and Order, it was becoming clear to EnWin that the utility would soon have better knowledge of the details of the new CIS, and better information about a TOU implementation date. As a result, EnWin asked the Board, in a letter dated April 11, 2011, to refrain from determining EnWin's extension Application until further notice. EnWin's letter indicated that the utility would soon advise the Board of a new requested TOU implementation date, which might be earlier or later than December 1, 2012. A copy of EnWin's letter of April 11, 2011 is filed as **Exhibit B, Tab 2, Schedule 4**.
10. Rather than granting EnWin's request, the Board issued its Decision and Order in the EB-2010-0367 proceeding two days later, on April 13, 2011. On that same date, the Board issued a letter to EnWin in which the Board acknowledged that new information may come to light that may alter EnWin's view of when it can successfully implement TOU pricing. The Board's letter reiterated its expectation that EnWin would implement TOU pricing by December 1, 2012, but also stated that "[i]f a later date is considered to be required by EnWin, it may file a new application for an exemption until that later date and the Board will consider the merits of that application at that time." A copy of the Board's letter of April 13, 2011 is filed as **Exhibit B, Tab 2, Schedule 5**.
11. As described in the next section of the evidence, soon after the OEB issued its Decision and Order, it became apparent to EnWin that proceeding with Deloitte for the implementation of a new SAP CIS would be much more expensive than anticipated. This led to a decision to explore other options, which has extended the

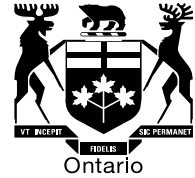
Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
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time required to move to CIS and TOU implementation. However, as described in the following section, this approach has led to a more cost-effective outcome, in the best interest of EnWin and its ratepayers.

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

Ontario Energy
Board

Commission de l'énergie
de l'Ontario



EB-2010-0367

IN THE MATTER OF the *Ontario Energy Board Act, 1998*,
S.O. 1998, c. 15, Schedule B;

AND IN THE MATTER OF an application pursuant to
section 74 of the *Ontario Energy Board Act, 1998* by EnWin
Utilities Ltd. seeking an exemption from their Mandated
Time-of-Use Pricing Date.

BEFORE: Paula Conboy
Presiding Member

Ken Quesnelle
Member

DECISION AND ORDER

EnWin Utilities Ltd. ("EnWin") filed an application with the Ontario Energy Board on December 3, 2010, under section 74 of the *Ontario Energy Board Act, 1998*, seeking an exemption from their mandated time-of-use pricing date for Regulated Price Plan ("RPP") customers. The Board assigned file number EB-2010-0367 to the application.

BACKGROUND

Under cover of a letter to all Ontario electricity distributors dated August 4, 2010, the Ontario Energy Board provided its determination of mandatory dates by which each distributor must bill those of its regulated price plan ("RPP") customers that have eligible time-of-use meters using time-of-use pricing. The Board's determination was made pursuant to sections 3.4 and 3.5 of the Standard Supply Service Code for Electricity Distributors, which requires time-of-use pricing for RPP consumers with eligible time-of-use meters, as of the mandatory date. Compliance with this Code is a condition of

licence for nearly all licensed electricity distributors in Ontario. In this letter, the Board also requested that any distributor with concerns about its Board-prescribed Mandatory TOU Date bring those concerns to the Board's attention.

THE APPLICATION

EnWin applied for an exemption from its mandatory time-of-use date of June 2011, and proposed a new date of December 2012. EnWin is seeking the extension due to the time required to convert their current PeopleSoft Customer Information System ("CIS") to a new SAP CIS (which is one component of the overall SAP Comprehensive Enterprise Resource Planning systems). The need and timing for a new CIS was first recognized in EnWin's 2009 Cost of Service Application (EB-2008-0227).

The Notice of Application and Written Hearing for EnWin's application was issued on December 31, 2010, and interrogatories and submissions on the application were invited. The Applicant responded to interrogatories filed by Board staff, providing more information about the delays and EnWin's progress to date in implementing smart meters and TOU enrolment. Board staff filed a submission on the application on February 17, 2011. EnWin filed a reply submission on March 3, 2011.

Board staff submissions outlined several concerns with EnWin's request for an exemption. In particular, Board staff stated that it could not identify in the application or evidence any extraordinary and unanticipated circumstances during the deployment of smart meters or the implementation of TOU-related CIS upgrades encountered by EnWin. Board staff also had concerns with respect to the degree to which EnWin was proactively pursuing smart meter deployment and TOU pricing implementation.

EnWin's interrogatory responses and reply submission provided several clarifications about the timing of its smart meter deployment. As of January 21, 2011 90% of EnWin's eligible ratepayers have smart meters. EnWin submitted that it would not be prudent to move customers onto TOU pricing with the current PeopleSoft CIS (which would require considerable investment and effort to become capable of accommodating TOU pricing), only to dismantle and move customers over to TOU on the new SAP CIS when it is ready.

EnWin states that it had no concerns when it made its business plans in 2009 to have its SAP CIS ready to implement TOU pricing by December 2012 and that concerns were only raised with the issuance of the Board's letter of August 4, 2010 which announced EnWin's Mandatory TOU date of June 2011. It is the letter of August 4 that EnWin submits is the "extraordinary and unanticipated circumstances" that it encountered and that has prompted the present application.

BOARD FINDINGS

The Board finds that the application should be granted. The planning and timing of conversion to a new ERP and CIS platform was addressed in EnWin's 2009 COS application. EnWin established a prioritization and sequencing of its CIS system conversion and introduction of TOU within a regulatory paradigm that included an **expectation** that TOU pricing would be available to customers in 2011. Its plans were open and transparent and based on its assessment of benefits and tradeoffs. The timing only became a problem for EnWin when Mandatory TOU dates were set by the Board on August 4, 2010. What had been an expectation now became a condition of licence. EnWin's only recourse to meet this timeline would be to convert customers to TOU on its existing CIS and then again onto the new CIS when it is ready. The Board finds that the expenditure of additional resources and costs associated with this scenario are not in the public interest. EnWin will be exempted from the requirement to apply time-of-use pricing under the Standard Supply Service Code until no later than December 1, 2012.

EnWin has been diligent in advising the Board of its inability to meet the June 2011 Mandatory TOU pricing date. EnWin first informed the Board about its concern over a Mandatory TOU pricing date on July 8, 2010 in its submission during the Board's initiative on the Proposed Determination to Mandate TOU Pricing (EB-2010-0218). EnWin notified the Board again on August 4, 2010 that "extraordinary and unanticipated circumstances" were expected to arise for EnWin resulting in its inability to meet the June 2011 target. Details were provided in a subsequent letter filed by EnWin dated August 23, 2010. EnWin provided further information in its response to Board staff information requests on September 9, 2010. On December 3, 2010 EnWin submitted this application to the Board seeking an exemption from its Mandatory TOU pricing date. Throughout this time, EnWin has been clear that while it has been actively

installing smart meters for eligible customers, the planned and approved upgrade to its CIS would prevent it from meeting its Mandated TOU pricing date. The Board finds the reasons given by EnWin in this application in support of its request for an exemption from its license with respect to the Mandatory TOU pricing date are reasonable and supported by the evidence filed with the application.

The Board notes that, subject to the Board's approval, EnWin plans to begin transitioning customers to TOU in the 4th quarter of 2012 and begin billing RPP customers on a TOU basis by no later than the monthly billing of each RPP ratepayer in December 2012. The Board is also aware that EnWin has been consulting with its SAP CIS System Implementer and the IESO (in its SME capacity) on the status of its SAP CIS and MDM/R readiness. While the exemption from Mandatory TOU pricing is granted until no later than December 1, 2012, the Board expects EnWin to work diligently in an attempt to complete its conversion sooner so that ratepayers may benefit from TOU pricing as soon as possible.

IT IS THEREFORE ORDERED THAT:

1. EnWin Utilities Ltd.'s distribution licence ED-2002-0527, specifically Schedule 3 List of Code Exemptions, is amended to include an exemption from the requirement to apply time-of-use pricing under the Standard Supply Service Code for Electricity Distributors. The exemption will expire December 1, 2012.

DATED at Toronto, April 13, 2011

ONTARIO ENERGY BOARD

Original signed by

Kirsten Walli
Board Secretary



Electricity Distribution Licence

ED-2002-0527

ENWIN Utilities Ltd.

Valid Until

December 17, 2023

Original signed by

Kirsten Walli

Board Secretary

Ontario Energy Board

Date of Issuance: December 18, 2003

Date of Amendment: June 24, 2004

Date of Amendment: June 1, 2005

Date of Amendment: November 23, 2007

Date of Amendment: November 12, 2010

Date of Amendment: April 13, 2011

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ENWIN Utilities Ltd.
Electricity Distribution Licence ED-2002-0527

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1 Definitions

In this Licence:

“Accounting Procedures Handbook” means the handbook, approved by the Board which specifies the accounting records, accounting principles and accounting separation standards to be followed by the Licensee;

“Act” means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

“Affiliate Relationships Code for Electricity Distributors and Transmitters” means the code, approved by the Board which, among other things, establishes the standards and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies;

“Conservation and Demand Management” and **“CDM”** means distribution activities and programs to reduce electricity consumption and peak provincial electricity demand;

“Conservation and Demand Management Code for Electricity Distributors” means the code approved by the Board which, among other things, establishes the rules and obligations surrounding Board approved programs to help distributors meet their CDM Targets;

“distribution services” means services related to the distribution of electricity and the services the Board has required distributors to carry out, including the sales of electricity to consumers under section 29 of the Act, for which a charge or rate has been established in the Rate Order;

“Distribution System Code” means the code approved by the Board which, among other things, establishes the obligations of the distributor with respect to the services and terms of service to be offered to customers and retailers and provides minimum, technical operating standards of distribution systems;

“Electricity Act” means the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A;

“Licensee” means EnWin Utilities Ltd.

“Market Rules” means the rules made under section 32 of the Electricity Act;

“Net Annual Peak Demand Energy Savings Target” means the reduction in a distributor’s peak electricity demand persisting at the end of the four-year period (i.e. December 31, 2014) that coincides with the provincial peak electricity demand that is associated with the implementation of CDM Programs;

“Net Cumulative Energy Savings Target” means the total amount of reduction in electricity consumption associated with the implementation of CDM Programs between 2011-2014;

“OPA” means the Ontario Power Authority;

“Performance Standards” means the performance targets for the distribution and connection activities of the Licensee as established by the Board in accordance with section 83 of the Act;

“Provincial Brand” means any mark or logo that the Province has used or is using, created or to be created by or on behalf of the Province, and which will be identified to the Board by the Ministry as a provincial mark or logo for its conservation programs;

“Rate Order” means an Order or Orders of the Board establishing rates the Licensee is permitted to charge;

“regulation” means a regulation made under the Act or the Electricity Act;

“Retail Settlement Code” means the code approved by the Board which, among other things, establishes a distributor’s obligations and responsibilities associated with financial settlement among retailers and consumers and provides for tracking and facilitating consumer transfers among competitive retailers;

“service area” with respect to a distributor, means the area in which the distributor is authorized by its licence to distribute electricity;

“Standard Supply Service Code” means the code approved by the Board which, among other things, establishes the minimum conditions that a distributor must meet in carrying out its obligations to sell electricity under section 29 of the Electricity Act;

“wholesaler” means a person that purchases electricity or ancillary services in the IESO administered markets or directly from a generator or, a person who sells electricity or ancillary services through the IESO-administered markets or directly to another person other than a consumer.

2 Interpretation

- 2.1 In this Licence, words and phrases shall have the meaning ascribed to them in the Act or the Electricity Act. Words or phrases importing the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of the Licence. Any reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document. In the computation of time under this Licence, where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens and where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

3 Authorization

- 3.1 The Licensee is authorized, under Part V of the Act and subject to the terms and conditions set out in this Licence:
- a) to own and operate a distribution system in the service area described in Schedule 1 of this Licence;

ENWIN Utilities Ltd.
Electricity Distribution Licence ED-2002-0527

- b) to retail electricity for the purposes of fulfilling its obligation under section 29 of the Electricity Act in the manner specified in Schedule 2 of this Licence; and
- c) to act as a wholesaler for the purposes of fulfilling its obligations under the Retail Settlement Code or under section 29 of the Electricity Act.

4 Obligation to Comply with Legislation, Regulations and Market Rules

- 4.1 The Licensee shall comply with all applicable provisions of the Act and the Electricity Act and regulations under these Acts, except where the Licensee has been exempted from such compliance by regulation.
- 4.2 The Licensee shall comply with all applicable Market Rules.

5 Obligation to Comply with Codes

- 5.1 The Licensee shall at all times comply with the following Codes (collectively the “Codes”) approved by the Board, except where the Licensee has been specifically exempted from such compliance by the Board. Any exemptions granted to the licensee are set out in Schedule 3 of this Licence. The following Codes apply to this Licence:
 - a) the Affiliate Relationships Code for Electricity Distributors and Transmitters;
 - b) the Distribution System Code;
 - c) the Retail Settlement Code; and
 - d) the Standard Supply Service Code.
- 5.2 The Licensee shall:
 - a) make a copy of the Codes available for inspection by members of the public at its head office and regional offices during normal business hours; and
 - b) provide a copy of the Codes to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

6 Obligation to Provide Non-discriminatory Access

- 6.1 The Licensee shall, upon the request of a consumer, generator or retailer, provide such consumer, generator or retailer with access to the Licensee’s distribution system and shall convey electricity on behalf of such consumer, generator or retailer in accordance with the terms of this Licence.

7 Obligation to Connect

- 7.1 The Licensee shall connect a building to its distribution system if:
 - a) the building lies along any of the lines of the distributor’s distribution system; and

- b) the owner, occupant or other person in charge of the building requests the connection in writing.

7.2 The Licensee shall make an offer to connect a building to its distribution system if:

- a) the building is within the Licensee's service area as described in Schedule 1; and
- b) the owner, occupant or other person in charge of the building requests the connection in writing.

7.3 The terms of such connection or offer to connect shall be fair and reasonable and made in accordance with the Distribution System Code, and the Licensee's Rate Order as approved by the Board.

7.4 The Licensee shall not refuse to connect or refuse to make an offer to connect unless it is permitted to do so by the Act or a regulation or any Codes to which the Licensee is obligated to comply with as a condition of this Licence.

8 Obligation to Sell Electricity

8.1 The Licensee shall fulfill its obligation under section 29 of the Electricity Act to sell electricity in accordance with the requirements established in the Standard Supply Service Code, the Retail Settlement Code and the Licensee's Rate Order as approved by the Board.

9 Obligation to Maintain System Integrity

9.1 The Licensee shall maintain its distribution system in accordance with the standards established in the Distribution System Code and Market Rules, and have regard to any other recognized industry operating or planning standards adopted by the Board.

10 Market Power Mitigation Rebates

10.1 The Licensee shall comply with the pass through of Ontario Power Generation rebate conditions set out in Appendix A of this Licence.

11 Distribution Rates

11.1 The Licensee shall not charge for connection to the distribution system, the distribution of electricity or the retailing of electricity to meet its obligation under section 29 of the Electricity Act except in accordance with a Rate Order of the Board.

12 Separation of Business Activities

12.1 The Licensee shall keep financial records associated with distributing electricity separate from its financial records associated with transmitting electricity or other activities in accordance with the Accounting Procedures Handbook and as otherwise required by the Board.

13 Expansion of Distribution System

- 13.1 The Licensee shall not construct, expand or reinforce an electricity distribution system or make an interconnection except in accordance with the Act and Regulations, the Distribution System Code and applicable provisions of the Market Rules.
- 13.2 In order to ensure and maintain system integrity or reliable and adequate capacity and supply of electricity, the Board may order the Licensee to expand or reinforce its distribution system in accordance with Market Rules and the Distribution System Code, or in such a manner as the Board may determine.

14 Provision of Information to the Board

- 14.1 The Licensee shall maintain records of and provide, in the manner and form determined by the Board, such information as the Board may require from time to time.
- 14.2 Without limiting the generality of paragraph 14.1, the Licensee shall notify the Board of any material change in circumstances that adversely affects or is likely to adversely affect the business, operations or assets of the Licensee as soon as practicable, but in any event no more than twenty (20) days past the date upon which such change occurs.

15 Restrictions on Provision of Information

- 15.1 The Licensee shall not use information regarding a consumer, retailer, wholesaler or generator obtained for one purpose for any other purpose without the written consent of the consumer, retailer, wholesaler or generator.
- 15.2 The Licensee shall not disclose information regarding a consumer, retailer, wholesaler or generator to any other party without the written consent of the consumer, retailer, wholesaler or generator, except where such information is required to be disclosed:
- a) to comply with any legislative or regulatory requirements, including the conditions of this Licence;
 - b) for billing, settlement or market operations purposes;
 - c) for law enforcement purposes; or
 - d) to a debt collection agency for the processing of past due accounts of the consumer, retailer, wholesaler or generator.
- 15.3 The Licensee may disclose information regarding consumers, retailers, wholesalers or generators where the information has been sufficiently aggregated such that their particular information cannot reasonably be identified.
- 15.4 The Licensee shall inform consumers, retailers, wholesalers and generators of the conditions under which their information may be released to a third party without their consent.
- 15.5 If the Licensee discloses information under this section, the Licensee shall ensure that the information provided will not be used for any other purpose except the purpose for which it was disclosed.

16 Customer Complaint and Dispute Resolution

16.1 The Licensee shall:

- a) have a process for resolving disputes with customers that deals with disputes in a fair, reasonable and timely manner;
- b) publish information which will make its customers aware of and help them to use its dispute resolution process;
- c) make a copy of the dispute resolution process available for inspection by members of the public at each of the Licensee's premises during normal business hours;
- d) give or send free of charge a copy of the process to any person who reasonably requests it; and
- e) subscribe to and refer unresolved complaints to an independent third party complaints resolution service provider selected by the Board. This condition will become effective on a date to be determined by the Board. The Board will provide reasonable notice to the Licensee of the date this condition becomes effective.

17 Term of Licence

17.1 This Licence shall take effect on December 18, 2003 and expire on December 17, 2023. The term of this Licence may be extended by the Board.

18 Fees and Assessments

18.1 The Licensee shall pay all fees charged and amounts assessed by the Board.

19 Communication

19.1 The Licensee shall designate a person that will act as a primary contact with the Board on matters related to this Licence. The Licensee shall notify the Board promptly should the contact details change.

19.2 All official communication relating to this Licence shall be in writing.

19.3 All written communication is to be regarded as having been given by the sender and received by the addressee:

- a) when delivered in person to the addressee by hand, by registered mail or by courier;
- b) ten (10) business days after the date of posting if the communication is sent by regular mail; and
- c) when received by facsimile transmission by the addressee, according to the sender's transmission report.

20 Copies of the Licence

20.1 The Licensee shall:

- a) make a copy of this Licence available for inspection by members of the public at its head office and regional offices during normal business hours; and
- b) provide a copy of this Licence to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

21 Conservation and Demand Management

21.1 The Licensee shall achieve reductions in electricity consumption and reductions in peak provincial electricity demand through the delivery of CDM programs. The Licensee shall meet its 2014 Net Annual Peak Demand Savings Target of 26.810 MW, and its 2011-2014 Net Cumulative Energy Savings Target of 117.890 GWh (collectively the "CDM Targets"), over a four-year period beginning January 1, 2011.

21.2 The Licensee shall meet its CDM Targets through:

- a) the delivery of Board approved CDM Programs delivered in the Licensee's service area ("Board-Approved CDM Programs");
- b) the delivery of CDM Programs that are made available by the OPA to distributors in the Licensee's service area under contract with the OPA ("OPA-Contracted Province-Wide CDM Programs"); or
- c) a combination of a) and b). The Licensee shall make its best efforts to deliver a mix of CDM Programs to all consumer types in the Licensee's service area.

21.3 The Licensee shall make its best efforts to deliver a mix of CDM Programs to all consumer types in the Licensee's service area.

21.4 The Licensee shall comply with the rules mandated by the Board's Conservation and Demand Management Code for Electricity Distributors.

21.5 The Licensee shall utilize the common Provincial brand, once available, with all Board-Approved CDM Programs, OPA-Contracted Province-Wide Programs, and in conjunction with or co-branded with the Licensee's own brand or marks.

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SCHEDULE 1 DEFINITION OF DISTRIBUTION SERVICE AREA

This Schedule specifies the area in which the Licensee is authorized to distribute and sell electricity in accordance with paragraph 8.1 of this Licence.

1. The City of Windsor as of December 31, 2002.
2. Part of Lot 146, Concession 2, Geographical Township of Sandwich East, City of Windsor, County of Essex.
3. Part of Lots 145 and 146, Concession 1, geographical Township of Sandwich east, now part of the City of Windsor, County of Essex, Lots 1 through 74 inclusive as shown on plan 12M.

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SCHEDULE 2 PROVISION OF STANDARD SUPPLY SERVICE

This Schedule specifies the manner in which the Licensee is authorized to retail electricity for the purposes of fulfilling its obligation under section 29 of the Electricity Act.

The Licensee is authorized to retail electricity directly to consumers within its service area in accordance with paragraph 8.1 of this Licence, any applicable exemptions to this Licence, and at the rates set out in the Rate Orders.

SCHEDULE 3 LIST OF CODE EXEMPTIONS

This Schedule specifies any specific Code requirements from which the Licensee has been exempted.

1. The Licensee is exempt from the requirement to implement time-of-use pricing as of the mandatory date for RPP customers with eligible time-of-use meters as required under the Standard Supply Service Code for Electricity Distributors. The mandatory time-of-use pricing date exemption expires on December 1, 2012.

APPENDIX A

MARKET POWER MITIGATION REBATES

1. Definitions and Interpretations

In this Licence

“embedded distributor” means a distributor who is not a market participant and to whom a host distributor distributes electricity;

“embedded generator” means a generator who is not a market participant and whose generation facility is connected to a distribution system of a distributor, but does not include a generator who consumes more electricity than it generates;

“host distributor” means a distributor who is a market participant and who distributes electricity to another distributor who is not a market participant.

In this Licence, a reference to the payment of a rebate amount by the IESO includes interim payments made by the IESO.

2. Information Given to IESO

- a Prior to the payment of a rebate amount by the IESO to a distributor, the distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with information in respect of the volumes of electricity withdrawn by the distributor from the IESO-controlled grid during the rebate period and distributed by the distributor in the distributor’s service area to:
 - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
 - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- b Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the embedded distributor shall provide the host distributor, in the form specified by the IESO and before the expiry of the period specified in the Retail Settlement Code, with the volumes of electricity distributed during the rebate period by the embedded distributor’s host distributor to the embedded distributor net of any electricity distributed to the embedded distributor which is attributable to embedded generation and distributed by the embedded distributor in the embedded distributor’s service area to:
 - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
 - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- c Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity

consumed in the service area of an embedded distributor, the host distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with the information provided to the host distributor by the embedded distributor in accordance with section 2.

The IESO may issue instructions or directions providing for any information to be given under this section. The IESO shall rely on the information provided to it by distributors and there shall be no opportunity to correct any such information or provide any additional information and all amounts paid shall be final and binding and not subject to any adjustment.

For the purposes of attributing electricity distributed to an embedded distributor to embedded generation, the volume of electricity distributed by a host distributor to an embedded distributor shall be deemed to consist of electricity withdrawn from the IESO-controlled grid or supplied to the host distributor by an embedded generator in the same proportion as the total volume of electricity withdrawn from the IESO-controlled grid by the distributor in the rebate period bears to the total volume of electricity supplied to the distributor by embedded generators during the rebate period.

3. Pass Through of Rebate

A distributor shall promptly pass through, with the next regular bill or settlement statement after the rebate amount is received, any rebate received from the IESO, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt, to:

- a retailers who serve one or more consumers in the distributor's service area where a service transaction request as defined in the Retail Settlement Code has been implemented;
- b consumers who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998* and who are not served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
- c embedded distributors to whom the distributor distributes electricity.

The amounts paid out to the recipients listed above shall be based on energy consumed and calculated in accordance with the rules set out in the Retail Settlement Code. These payments may be made by way of set off at the option of the distributor.

If requested in writing by OPGI, the distributor shall ensure that all rebates are identified as coming from OPGI in the following form on or with each applicable bill or settlement statement:

“ONTARIO POWER GENERATION INC. rebate”

Any rebate amount which cannot be distributed as provided above or which is returned by a retailer to the distributor in accordance with its licence shall be promptly returned to the host distributor or IESO as applicable, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt.

Nothing shall preclude an agreement whereby a consumer assigns the benefit of a rebate payment to a retailer or another party.

Pending pass-through or return to the IESO of any rebate received, the distributor shall hold the funds received in trust for the beneficiaries thereof in a segregated account.

ONTARIO POWER GENERATION INC. REBATES

For the payments that relate to the period from May 1, 2006 to April 30, 2009, the rules set out below shall apply.

1. Definitions and Interpretations

In this Licence

“embedded distributor” means a distributor who is not a market participant and to whom a host distributor distributes electricity;

“embedded generator” means a generator who is not a market participant and whose generation facility is connected to a distribution system of a distributor, but does not include a generator who consumes more electricity than it generates;

“host distributor” means a distributor who is a market participant and who distributes electricity to another distributor who is not a market participant.

In this Licence, a reference to the payment of a rebate amount by the IESO includes interim payments made by the IESO.

2. Information Given to IESO

- a Prior to the payment of a rebate amount by the IESO to a distributor, the distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with information in respect of the volumes of electricity withdrawn by the distributor from the IESO-controlled grid during the rebate period and distributed by the distributor in the distributor's service area to:
 - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented and the consumer is not receiving the prices established under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*; and
 - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- b Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the embedded distributor shall provide the host distributor, in the form specified by the IESO and before the expiry of the period specified in the Retail Settlement Code, with the volumes of electricity distributed during the rebate period by the embedded distributor's host distributor to the embedded distributor net of any electricity distributed to the embedded distributor which is attributable to embedded generation and distributed by the embedded distributor in the embedded distributor's service area to:

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Electricity Distribution Licence ED-2002-0527

- i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
 - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- c Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the host distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with the information provided to the host distributor by the embedded distributor in accordance with section 2.

The IESO may issue instructions or directions providing for any information to be given under this section. The IESO shall rely on the information provided to it by distributors and there shall be no opportunity to correct any such information or provide any additional information and all amounts paid shall be final and binding and not subject to any adjustment.

For the purposes of attributing electricity distributed to an embedded distributor to embedded generation, the volume of electricity distributed by a host distributor to an embedded distributor shall be deemed to consist of electricity withdrawn from the IESO-controlled grid or supplied to the host distributor by an embedded generator in the same proportion as the total volume of electricity withdrawn from the IESO-controlled grid by the distributor in the rebate period bears to the total volume of electricity supplied to the distributor by embedded generators during the rebate period.

3. Pass Through of Rebate

A distributor shall promptly pass through, with the next regular bill or settlement statement after the rebate amount is received, any rebate received from the IESO, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt, to:

- a retailers who serve one or more consumers in the distributor's service area where a service transaction request as defined in the Retail Settlement Code has been implemented and the consumer is not receiving the prices established under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*;
- b consumers who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998* and who are not served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
- c embedded distributors to whom the distributor distributes electricity.

The amounts paid out to the recipients listed above shall be based on energy consumed and calculated in accordance with the rules set out in the Retail Settlement Code. These payments may be made by way of set off at the option of the distributor.

If requested in writing by OPGI, the distributor shall ensure that all rebates are identified as coming from OPGI in the following form on or with each applicable bill or settlement statement:

"ONTARIO POWER GENERATION INC. rebate"

Any rebate amount which cannot be distributed as provided above or which is returned by a retailer to the distributor in accordance with its licence shall be promptly returned to the host distributor or IESO as applicable, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt.

Nothing shall preclude an agreement whereby a consumer assigns the benefit of a rebate payment to a retailer or another party.

Pending pass-through or return to the IESO of any rebate received, the distributor shall hold the funds received in trust for the beneficiaries thereof in a segregated account.



April 11, 2011

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
27th Floor
Toronto, ON M4P 1E4
Attention: Ms. Kirsten Walli, Board Secretary

Dear Ms. Walli:

Re: Mandatory Time of Use Extension Application (EB-2010-0367)

On August 4, 2010, the Board established June 2011 as the date by which all EnWin RPP ratepayers must be billed for commodity using Time-of-Use rates. That same day, EnWin advised the Board in writing that it did not expect to be in a position to be TOU-ready by June 2011. Following a number of months of correspondence between EnWin and Board Staff, on December 3, 2010, EnWin filed the above noted Application. On March 3, 2011, EnWin filed its Submissions, thus bringing the evidentiary and argument phases of the proceeding to a close. EnWin anticipates that the next step is for the Board to issue its Decision.

At this time, EnWin requests that the Board temporarily suspend the current proceeding. The intended effect of this suspension would be to prevent the Board from coming to or issuing a Decision until the proceeding resumed. EnWin requests that the proceeding not resume until EnWin requests in writing the resumption of the proceeding. The basis for the request is that there is a reasonable chance that new material and relevant information will arise in the coming weeks that would prompt EnWin to seek a different Mandatory TOU date than the date requested in this Application.

As the Board is aware, it is the status of the ongoing SAP CIS project that is driving EnWin's request for a Mandatory TOU date of December 2012. At the time of EnWin's first correspondence with the Board (August 4, 2010) and at the time of the Application filing (December 3, 2010), EnWin anticipated that it would not have the results of the Design phase of the SAP CIS until after the Board came to a Decision. However, with the Board's Decision yet to be issued and with the Design phase coming to completion, it now appears that this information will be available.

From January 2011 through March 2011, EnWin engaged in the Design phase of the SAP CIS project. The Design phase maps out the work effort required to set-up and put into operation the SAP CIS. The information is nearing finalization and is planned to be presented to EnWin's Board of Directors (and/or a committee thereof) in the coming 2-4 weeks.

Once the information is received by EnWin's Board of Directors (and/or a committee thereof), the EnWin Board/committee is expected to evaluate the Design phase and consider recommendations for the next phase of the CIS project. EnWin anticipates that information will be presented to its Board of Directors in respect of the Design phase and thereafter there will be an iterative back-and-forth exchange with its system vendor (SAP) and/or system implementer (Deloitte).

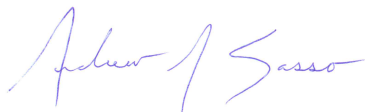
The path set forth by the EnWin Board of Directors could affirm the timeline proposed in the Application or, in exercising its fiduciary duties and having regard to the relevant considerations, the EnWin Board of Directors may establish a shorter or longer timeline for the CIS project. As a result of the iterative process required to fulfil those fiduciary duties, there is no concrete date by which a final decision from the Board of Directors is expected.

As a result of the deliberations, the EnWin Board of Directors may approve a CIS project plan that forecasts that EnWin will meet a December 2012 Mandatory TOU date. In that case, EnWin expects to notify the Board of this fact and request that the Board resume this proceeding. Given that the Application's request would not change, EnWin anticipates that the only remaining procedural step would be for the Board to render its Decision.

Alternatively, the EnWin Board of Directors may approve a CIS project plan that forecasts that EnWin will achieve TOU-readiness sooner than or later than a December 2012 Mandatory TOU date. In either of these cases, EnWin expects to notify the Board of this fact, request that the Board resume this proceeding and amend the Application. Since a material fact would change, EnWin anticipates that the Board may wish to make provision for additional procedural steps prior to rendering a Decision.

In the event that the Board does not grant this request and renders its Decision in the near term, EnWin intends to continue with its planned due diligence in the CIS project. If that internal evaluation and decision-making process results in the need for a Mandatory TOU date that is later than December 2012 (or whichever date is determined by the Board in this proceeding), EnWin anticipates filing a new application for a revised extension as soon as possible.

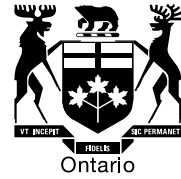
Yours very truly,
EnWin Utilities Ltd.

A handwritten signature in blue ink, appearing to read "Andrew J. Sasso".

Per: Andrew J. Sasso
Director, Regulatory Affairs
P: 519-255-2735
F: 519-973-7812
E: regulatory@enwin.com

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Board**
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Numéro sans frais: 1-888-632-6273



BY E-MAIL

April 13, 2011

Andrew Sasso
Director, Regulatory Affairs
EnWin Utilities Ltd.
787 Ouellette Ave.
Windsor ON N9A 5T7

Dear Mr. Sasso:

**Re: EnWin Utilities Ltd.
Application for Exemption from Mandatory Time-Of-Use Pricing Date for
Regulated Price Plan Customers
Board File Number EB-2010-0367**

This will acknowledge receipt of EnWin Utilities Ltd.'s ("EnWin") letter dated April 11, 2011 requesting a temporary suspension of your application for an exemption from your mandatory time-of-use pricing date for regulated price plan customers.

The Board has reached a decision on EnWin's application and is proceeding to issue it today. As you will note in the decision the Board is granting an exemption from EnWin's mandatory time-of-use pricing date until December 1, 2012. Based on information provided in Enwin's request for a temporary suspension, the Board recognizes that new information may come to light in the future that may alter Enwin's view of when it can successfully implement a time-of-use pricing mechanism. That new projected time line may be earlier or later than December 1, 2012. As indicated in its decision, the Board expects EnWin to implement time-of-use pricing by the earliest possible date but no later than December 1, 2012. If a later date is considered to be required by EnWin, it may file a new application for an exemption until that later date and the Board will consider the merits of that application at that time.

Yours truly,

Original signed by

Kirsten Walli
Board Secretary

RECENT DEVELOPMENTS

1. Since the time that the Board granted EnWin's request for an extension of the TOU Mandatory Date to December 2012, EnWin has been working diligently to be able to implement TOU pricing as soon as reasonably possible.
2. EnWin has now installed smart meters for virtually all of its customers and over 100% of eligible premises. At the same time, though, the path to the procurement and installation of EnWin's new CIS has been less smooth than anticipated. As a result, implementation of TOU pricing is not proceeding on the timetable anticipated at the time that EnWin filed the EB-2010-0367 Application.
3. As of the date of this Application, EnWin is completing contract negotiations with NorthStar and obtaining final approvals for the procurement and installation of a new CIS, including TOU functionality, and work is scheduled to start shortly on CIS implementation. EnWin's expectation is that TOU pricing will be in place by April 30, 2014.
4. Each of these items is detailed herein.

Installation of Smart Meters

5. As of the time that EnWin filed the EB-2010-0367 Application, the utility had installed smart meters for approximately 90% of its customers.
6. Since that time, EnWin has virtually completed the installation of smart meters for all of its customers. A total of 85,315 smart meters have been installed, for EnWin's 84,152 RPP-eligible customers. The reason why there are more meters than

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

customers is because some customers have more than one meter, to take account of the configuration of the sites being served, and because some eligible premises have inactive accounts from time-to-time (e.g. vacant apartments).

7. There is a very small number of addresses (currently about 113 instances) where smart meters have not been installed because of lack of access, technological issues or other issues. EnWin is working diligently to complete installation of smart meters at each such address.
8. Copies of EnWin's most recent monthly reporting to the OEB about smart meter deployment are filed as **Exhibit B, Tab 3, Schedule 2**.

Procurement of New CIS

9. As described in the previous section of evidence, in or around late 2010 EnWin determined that it would proceed to implement a new SAP CIS as the second phase of its comprehensive ERP, and engaged Deloitte to assist with negotiations and preparations. Based upon information from Deloitte, and based upon its own estimates, EnWin forecast at that time that TOU pricing would be implemented, using the new CIS, by December 2012.
10. As detailed below, the implementation of EnWin's new CIS has not proceeded on the timeline that was anticipated at the time that EnWin's EB-2010-0367 Application was filed. The primary reason is that EnWin's initial efforts to work towards an implementation agreement with Deloitte for a new CIS that would complement EnWin's newly installed ERP software suite resulted in estimated costs that were significantly higher than anticipated. It was decided, therefore, that proceeding with that option was not in the interests of ratepayers or the utility.

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

11. In response, EnWin proceeded with a thorough process to identify all feasible alternatives for a new CIS. This has been a lengthy process, but it has resulted in a prudent and appropriate choice of CIS, taking into account key determinants such as cost, timing and required functionality. The implementation of the new NorthStar CIS will enable EnWin to move ahead with the implementation of TOU pricing as soon as possible.

Initial Efforts to Procure New CIS

12. As described in the previous section of evidence, during the time that EnWin's EB-2010-0367 Application was before the Board, the utility was engaged with Deloitte in the design phase for its planned new SAP CIS. The design phase involved mapping out the work effort required to set up and bring the new CIS into operation. The process involved the creation of a "blueprint", that set out all of the functional requirements for the new CIS. Using this blueprint, EnWin and Deloitte were able to determine the scope of work, including associated time and cost, needed to implement the planned new SAP CIS. Among other things, this process also included work to ensure that the new CIS could accommodate TOU billing (as well as changes to accommodate new customer service rules mandated by the OEB, as well as the FIT/microFIT programs). Those additional items had not been part of the scope of the project at the time that the budget estimate was prepared earlier, around the time of EnWin's 2009 cost of service rate application.

13. As part of EnWin's 2009 cost of service rate application, the utility had estimated that the overall capital cost of a new Comprehensive ERP system (which would include the CIS), would be in the range of \$16 million. The cost of the first phase of the ERP project was consistent with that estimate. As EnWin moved to the second phase of

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
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the Comprehensive ERP project, one of the expected outcomes from the design phase process for the new CIS was an updated cost estimate for the SAP CIS (which would include costs for TOU billing and implementation of new customer service rules and FIT/microFIT). Another expected outcome was an updated implementation schedule.

14. In or around April 2011, EnWin and Deloitte finished the design phase for the planned new SAP CIS. The findings from the design phase were presented to the Audit and Finance committee of the EnWin Board of Directors shortly after the OEB had approved the extension of the Mandatory TOU Date to December 2012.

15. Among other things, EnWin's findings from the design phase were that the implementation cost of a new SAP CIS would be approximately \$26 million, and the implementation timeline would be 20 months (concluding by December 2012). These findings were premised on using Deloitte as SI and addressing all of the items set out in EnWin's proposed design blueprint.

16. The Audit and Finance Committee of the EnWin Board of Directors declined to approve the new SAP CIS as proposed, in light of the fact that the proposed costs were substantially higher than anticipated. Instead, the EnWin Board of Directors directed management to undertake a further assessment of the status of the legacy CIS and the potential for TOU billing to be implemented through an upgrade to the legacy CIS.

17. In May 2011, EnWin management reported to the Audit and Finance Committee on the status of the current CIS, and reaffirmed that it is not a feasible or recommended

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
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option to proceed without replacement. Among the problems reported were the facts that:

- a. the CIS hardware has been discontinued (meaning that replacement components are not readily available);
- b. no vendor support is available for the discontinued CIS software;
- c. the CIS is already over-burdened by the data load being processed (such that daily processing takes close to 24 hours), and the amount of data is growing; and
- d. productivity gains that could be realized from linking a new CIS to the newly implemented first phase of the ERP system are not being captured.

18. In the result, EnWin's management reported that the legacy CIS could continue to function for a relatively short period of time (up to 24 months), but thereafter a new CIS would be required.

19. The conclusions of EnWin's management were supported by a review and report prepared by Sky Energy Consulting, which recommended that EnWin must procure a new CIS solution to mitigate the risks associated with continuing to use the aging legacy CIS. A copy of the Sky Energy Consulting report is filed as **Exhibit B, Tab 3, Schedule 3**.

20. EnWin management also reported that it is not advisable to implement TOU pricing through an enhancement of the legacy CIS. Among the reasons for this conclusion are:

- a. The existing CIS will require replacement within 24 months or less, regardless of whether the legacy CIS is enhanced.

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

- b. The loading of the huge amount of additional TOU data onto the existing CIS would overload the system, and eventually result in a scenario where daily processing would take more than 24 hours. This would mean that the billing would be delayed, and non-compliant with TOU requirements. Moreover, there is risk of the entire system becoming inoperable, because changes made to accommodate TOU billing affect other CIS processes.
- c. There would be very large resource requirements associated with transitioning to TOU billing under the existing CIS. Among other things, this would require moving the legacy software and database to new hardware (which would become redundant when the new CIS is implemented). This process would take more than one year (estimated at 56 weeks). Many of those efforts would have to be duplicated when a new CIS was procured, which would lead to large amounts of duplicated spending and effort. Management estimated that between \$5 million and \$10 million would have to be spent to extend the life of the legacy CIS, and such amounts would have to be spent again in connection with the new CIS.

21. As a result, EnWin management advised that it was not advisable to take interim steps to transition to TOU pricing using the legacy CIS. The risks to the system, as well as the likelihood of duplicated and wasted costs and effort associated with transitioning to TOU pricing using the legacy CIS, and then again using the new CIS, were considered to outweigh any benefits associated with being able to transition to TOU pricing more quickly.

22. Following the presentation of the foregoing, there was agreement that EnWin must proceed to procure a new CIS. Direction was provided by the Audit and Finance

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

Committee of the EnWin Board of Directors to have management undertake work in identifying additional options available to EnWin for the replacement of the legacy CIS. It was further determined that the implementation of TOU pricing should await the new CIS, rather than being undertaken using the legacy CIS.

Work to identify other CIS options

23. Mindful of the fact that its legacy CIS requires replacement as soon as possible, EnWin began efforts to identify other options in May 2011. Three separate approaches were identified, and each was pursued in the following months. Each of these approaches included a consideration of when and how TOU pricing would be implemented in conjunction with the new CIS.

24. One approach was to seek to take advantage of the SAP CIS Templates used by other Ontario electric utilities, to see whether those solutions could be leveraged by EnWin. In that regard, EnWin identified three possible partners: Hydro One, BlueWater Power Distribution and London Hydro. The goal was to see whether there would be cost and timing advantages associated with duplicating the SAP CIS that had been designed for one of those entities. As a first step in that process, EnWin engaged a third party to undertake a “gap analysis” of the SAP CIS templates used by each of the identified utilities, to determine what level of fit existed between those SAP CIS templates and EnWin’s requirements, as set out in the blueprint developed in EnWin’s CIS design phase described above. With that information, EnWin could determine the advisability of entering into price discussions with one or more party.

25. A second approach was to evaluate whether a reduced scope SAP CIS could be implemented, using Deloitte as SI. This process involved identifying aspects of the

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

originally designed SAP CIS that could be removed, in an effort to reduce costs and maintain core and required functionality.

26. The third approach was to undertake an RFP (Request for Proposals) process that would invite CIS vendors to submit proposals for a CIS solution that would meet EnWin's needs (including TOU pricing). The RFP would be directed to a wide variety of vendors and system integrators, so that respondents could propose their own CIS solutions. This approach was subsequently modified into an RFI (Request for Information) process that sought less conclusive responses from vendors and others. The reason for the modification was a view that a broader range of respondents would likely engage in an RFI process. The goal of the RFI process was to obtain information about what CIS options were available from the market, including the level of functionality for each option, as well as information about capital and operating costs associated with each option. The RFI made clear that one of the key objectives of the new CIS project was to provide a solution that supports TOU functionality.

27. The goal of all of these activities was to collect all of the relevant information about potential CIS alternatives (including functionality options and cost estimates) in a manner that balanced time pressures with the need for a complete process. Ultimately, EnWin wished to ensure that any decision about a new CIS was prudently made, based on all available information. While EnWin recognizes the importance of implementing TOU pricing as soon as possible, it has also been mindful of ensuring that it makes a prudent and cost-effective decision about the new CIS that will support TOU pricing.

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
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Results of investigation of other CIS options

28. These three efforts to identify CIS options proceeded from June 2011 to July 2012.

While this process took a significant amount of time, it resulted in the identification of a prudent and cost effective choice for a new CIS which will support TOU pricing.

29. The “fit/gap” analysis undertaken to see whether EnWin’s CIS functionality requirements and cost expectations could be accommodated by the SAP CIS at any of Hydro One, BlueWater Power Distribution or London Hydro identified Hydro One as the best fit, from both a cost and functionality perspective. The SAP CIS solution being procured by Hydro One meets most of EnWin’s requirements, and its implementation timeline was consistent with EnWin’s expectations. EnWin’s estimate of the cost associated with using the Hydro One CIS template is approximately \$18 million. This estimated cost was arrived at through quite lengthy discussions and negotiations, which succeeded in reducing the original estimated cost by around \$2 million.

30. The further negotiations and discussions with Deloitte about narrowing the scope of the SAP CIS to meet EnWin’s blueprint template did not result in significant reductions to the estimated \$26 million cost that had been identified through the CIS design initiative in early 2011.

31. EnWin’s RFI was issued to a wide range of potential vendors and SI’s (21 in total) in late 2011. The issuance of the RFI took some time to complete because of the effort involved with creating a complicated technical document in a way that would prompt a variety of insightful responses. The RFI clearly indicated that EnWin was interested in receiving information about a variety of potential CIS solutions, including responses based on any of: (i) SAP or non-SAP solutions; (ii) custom-built

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

solutions for EnWin; or (iii) solutions based upon existing CIS templates for other Ontario utilities. The goal of the RFI process was to obtain information about what CIS options are currently available from the market, including the level of functionality for each option, as well as information about capital and operating costs associated with each option. A copy of the RFI issued by EnWin is filed as **Exhibit B, Tab 3, Schedule 4.**

32. EnWin received 9 proposals in response to the RFI. The following is a list of the respondents:

Vendor	SI	Product
Deloitte	Deloitte	SAP
London Hydro	London Hydro	SAP
1428427 Ontario Ltd. o/a Waggware	1428427 Ontario Ltd. o/a Waggware	Oracle Utilities Customer Care & Billing
Oracle Canada, ULC	Oracle Canada, ULC	Oracle Utilities Customer Care & Billing
EP ² M, LLC/Oracle Canada, ULC	EP ² M, LLC	Oracle Utilities Customer Care & Billing
North Star Utility Solutions a division of Harris Computer Systems	North Star Utility Solutions	NorthStar
ERTH Business Technologies Inc.	ERTH Business Technologies Inc.	NorthStar
Vertex Data LP	Vertex Data LP	ARS/VS3

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

Vertex Data LP	Vertex Data LP	Nexant® Revenue Manager™
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33. EnWin undertook a preliminary analysis of the RFI responses in early 2012. Taking into account functionality and cost, EnWin determined that the NorthStar options warranted more detailed consideration. Accordingly, EnWin undertook a “fit/gap” analysis of the two NorthStar CIS options.
34. The fit/gap analysis demonstrated that the NorthStar options would meet EnWin’s base functionality requirements at a cost substantially lower than EnWin’s cost estimates associated with the Hydro One SAP CIS and Deloitte SAP CIS options. As a result, EnWin undertook further investigation into the NorthStar options, including discussions and site visits with other NorthStar LDC clients in Ontario, and discussions with NorthStar and a potential SI. Through those steps, EnWin determined that a NorthStar CIS would meet EnWin’s functionality requirements, including TOU pricing.
35. Through the RFI process, and the subsequent investigations and discussions with NorthStar, EnWin has determined that the capital cost associated with a new NorthStar CIS to meet EnWin’s requirements will be in the range of \$8 million. That cost is much lower than the estimated costs associated with the Hydro One and Deloitte SAP CIS options.
36. The depth and scope of the investigations of CIS options undertaken by EnWin meant that the process took some time to complete. Among the steps that took significant time to complete were: (i) the negotiations and separate fit/gap analysis for 3 different SAP CIS, (ii) the development and publication of a detailed RFI; (iii)

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

the review and evaluation of many varied RFI responses; (iv) further due diligence into NorthStar CIS installations in Ontario; and (v) meetings and discussions to determine EnWin's best options.

37. EnWin's process to investigate CIS options was completed in July 2012, and the findings from that process were presented to EnWin's Board of Directors that same month.

38. The presentation to EnWin's Board of Directors set out the high-level findings of the investigation of CIS options, including the costs, functionality and timing associated with each option (Hydro One, Deloitte and NorthStar). Information was provided about each of the options, and the associated costs and benefits, in order to support a recommended approach.

39. For a number of reasons, EnWin management recommended that the utility should pursue a contract with NorthStar for the procurement and implementation of a new CIS, including TOU pricing functionality. The stated items in support of that recommendation included the following conclusions about the NorthStar CIS:

- i. Meets minimum functionality requirements
 - 1. Customer Service operations including web self-service
 - 2. Regulatory compliance
 - 3. Standard offering Includes electricity, water & wastewater
- ii. Resolves the critical technology risks of the legacy CIS
- iii. Proven Ontario mid-market CIS solution (40+ LDC's) for over 10 years

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and Brigitte Rivest (IT)

1. Current utilities served include: Veridian, Entegrus, Essex Powerlines, Cambridge

iv. Lowest Capital Expense option

v. Highest Operating cost but lowest Total Cost of Ownership

vi. Lowest risk for proposed TOU go-live

vii. Shortest timeline (along with HONI) to go-live with TOU

viii. EnWin would have significant market power with vendor

A copy of the materials presented to the EnWin Board of Directors in July 2012 are filed as **Exhibit B, Tab 3, Schedule 5**. One page of this presentation, which contains details of the overall implementation costs for each CIS option has not been included. That is because the information in that slide may be confidential to the CIS vendors/SI's and because the detailed breakdown of implementation costs is not directly relevant to this Application.

40. Upon consideration of the materials presented, the EnWin Board of Directors resolved at a meeting on July 12, 2012 to have management proceed with contract negotiations with NorthStar for the procurement and implementation of a new CIS, including TOU functionality.

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and Brigitte Rivest (IT)

Completion of Contract with NorthStar

41. Since July 2012, EnWin has been engaged in meetings and negotiations with NorthStar, with a view to finalizing a contract and implementation timeline for a new CIS.

42. It is expected that the EnWin Board of Directors will approve the contract with NorthStar by around October 31, 2012.

Expected Timeline for CIS and TOU Implementation

43. At this time, with the NorthStar selection completed, contract negotiations nearly completed and final approvals expected in the near future, EnWin has a good understanding of the expected timeline for implementation of its new NorthStar CIS, including TOU pricing.

44. In total, EnWin expects that it will take up to 18 months to complete the installation of the new NorthStar CIS, including the implementation of TOU pricing. Assuming that work starts by the beginning of November 2012 (which is a fair assumption, in EnWin's view), then the project will be complete by February 2014, allowing for a full TOU implementation by April 30, 2014. EnWin has been assured by NorthStar that this is a reasonable timeline, provided that the SME achieves its typical integration timeline of about 7 months.

45. The timeline contemplates three parts: the new NorthStar CIS, the Operational Data Store ("ODS") and the TOU implementation.

46. Using the format set out in the OEB's monthly reporting on "activity timelines" for the application of Time-of-use Pricing, EnWin forecasts the following completion dates:

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Brigitte Rivest (IT)

Activity	Scheduled Completion Date
1. AMCC Internal Testing	30-Jul-2010
2. CIS Internal Testing	4-Sep-2013
3. MDM/R Registration Application submitted	01-Jan -2010
4. Enrolment Wave requested and confirmed (Note: the SME will either confirm the requested start date or suggest an alternate)	25-Mar-2013
5. Unit Testing	12-Sep-2013
6. Submitted a completed Self Certification for Enrolment Testing SME_FORM_0007 (Note: This must be submitted at least one week prior to the confirmed enrolment wave start date)	26-Aug-2013
7. System IntegrationTesting (SIT)	18-Sep-2013
8. Qualification Testing (QT)	17-Oct-2013
9. Self Certification - Cutover	28-Nov-2013
10. Transition to Production Operations	26-Mar-2014

EnWin's TOU Implementation Reporting

47. As required by the OEB, EnWin has continued to report on the status of its TOU implementation. The materials filed with the OEB have reflected EnWin's evolving expectations of when the new CIS and TOU pricing would be implemented.

48. A copy of EnWin's most recent filing with the OEB, attached as **Exhibit B, Tab 3, Schedule 2**, indicated that EnWin's is "behind schedule", as compared to the earlier version of the schedule which contemplated TOU pricing implementation before December 1, 2012.

49. In May 2012, EnWin responded to a question from OEB Staff about whether EnWin still planned to meet the December 1, 2012 TOU implementation date. In response, by letter dated May 28, 2012, EnWin indicated that it was in the process of selecting

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and Brigitte Rivest (IT)

a replacement CIS, which is necessary for the implementation of TOU pricing, and that this implementation will not be completed by December 1, 2012. EnWin's letter indicated that "Once the replacement CIS is selected and the implementation timeline is known, EnWin intends to prepare and file an application for a further temporary exemption from mandatory TOU with all due haste and, in any event, in advance of the expiry of its current exemption". A copy of EnWin's May 28, 2012 letter to the OEB is filed as **Exhibit B, Tab 3, Schedule 6**.

50. As promised in the May 28th letter, now that EnWin is aware of the implementation timeline for its new CIS, it has filed this Application. EnWin's next monthly filing with the OEB will reflect the dates set out in the chart above.

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

Summary

Distributor Name

EnWin Utilities Ltd.

For the Period From

September 1, 2012

For the Period To

September 30, 2012

First Submitted On

October 9, 2012

Submitter Name

June Broadfoot

Status

Submitted

Due Date

October 10, 2012

RRR Filing No

1,434

Report Version

0

Edit Date

October 9, 2012 9:11 AM

Expiry Date

October 11, 2012

RPP Eligible Consumers:

Description	Residential Class	General Service Less Than 50kW Class	Total
Total Number of RPP-eligible consumers	77,139	7,013	84,152
Number of smart meters installed in the period	22	30	52
Number of smart meters registered with the MDM/R in the period	0	0	0
Number of RPP consumers being charged TOU prices added in the period	0	0	0
Total cumulative number of smart meters installed in the service area at the end of the period	77,931	7,384	85,315
Total cumulative number of smart meters registered with the MDM/R at the end of the period	0	0	0
Total cumulative number of consumers being charged TOU prices at the end of the period	0	0	0

Percentages (Calculated on Save)

Percentage of RPP-eligible consumers with smart meters installed at the end of the period

Residential Class	General Service Less Than 50kW Class	Total
101.00	105.30	101.40





Percentage of total smart meters installed that are registered with the MDM/R at the end of the period





Residential Class	General Service Less Than 50kW Class	Total
0.00	0.00	0.00


Percentage of total RPP-eligible consumers being charged TOU prices at the end of the period





Residential Class	General Service Less Than 50kW Class	Total
0.00	0.00	0.00





Progress Report on SME Milestones





Activity	Original Scheduled Completion Date	Status	Expected Completion Date	Actual Completion Date
1. AMCC Internal Testing		Complete 	July 30, 2010 	July 30, 2010 


Activity	Original Scheduled Completion Date	Status	Expected Completion Date	Actual Completion Date
2. CIS Internal Testing	March 1, 2012 	Behind 	April 25, 2013 	

Activity	Yes or No?	Expected Completion Date	Actual Completion Date
3. MDM/R Registration Application submitted	Yes 	January 1, 2010 	January 1, 2010 

Activity	Yes or No?	Status, if Yes	Expected Completion Date	Actual Completion Date
4. Enrolment Wave requested and confirmed (Note: the SME will either confirm the requested start date or suggest an alternate)	No 		March 25, 2013 	

Activity	Original Scheduled Completion Date	Status	Expected Completion Date	Actual Completion Date
5. Unit Testing	May 3, 2012 	Behind 	June 27, 2013 	

Activity	Original Scheduled Completion Date	Status	Expected Completion Date	Actual Completion Date
6. Submitted a completed Self Certification for Enrolment Testing SME_FORM_0007 (Note: This must be submitted at least one week prior to the confirmed enrolment wave start date)	June 1, 2012 	Behind 	July 26, 2013 	

Activity	Original Scheduled Completion Date	Status	Expected Completion Date	Actual Completion Date
7. System Integration Testing (SIT)	July 3, 2012 	Behind 	August 27, 2013 	

Activity	Original Scheduled Completion Date	Status	Expected Completion Date	Actual Completion Date
8. Qualification Testing (QT)	September 17, 2012	Behind	November 11, 2013	

Activity	Original Scheduled Completion Date	Status	Expected Completion Date	Actual Completion Date
9. Self Certification - Cutover	October 3, 2012	Behind	November 27, 2013	

Activity	Original Scheduled Completion Date	Status	Expected Completion Date	Actual Completion Date
10. Transition to Production Operations	November 15, 2012	Behind	January 9, 2014	

Additional Comments and Information**Additional Comments**

EnWin is completing a procurement process that is expected to result in a CIS implementation project which would commence in 2012. The timeline for that CIS implementation project and an associated initiative to go-live with TOU rates is being determined as

Declaration: I confirm that the information contained in this report is true, accurate, and complete.

IMPORTANT: Choose Yes to submit this filing. Otherwise the form will be saved but not submitted.

* Submit Form

No



Enwin Utilities

CIS Risk Assessment (Draft)

May, 2011

Table of Contents

- Objectives
- Project Approach
- Situation Analysis
- Risk Assessment
 - Major Risks
 - Risk Ranking
 - Consequences
- Options & Conclusions

Objectives

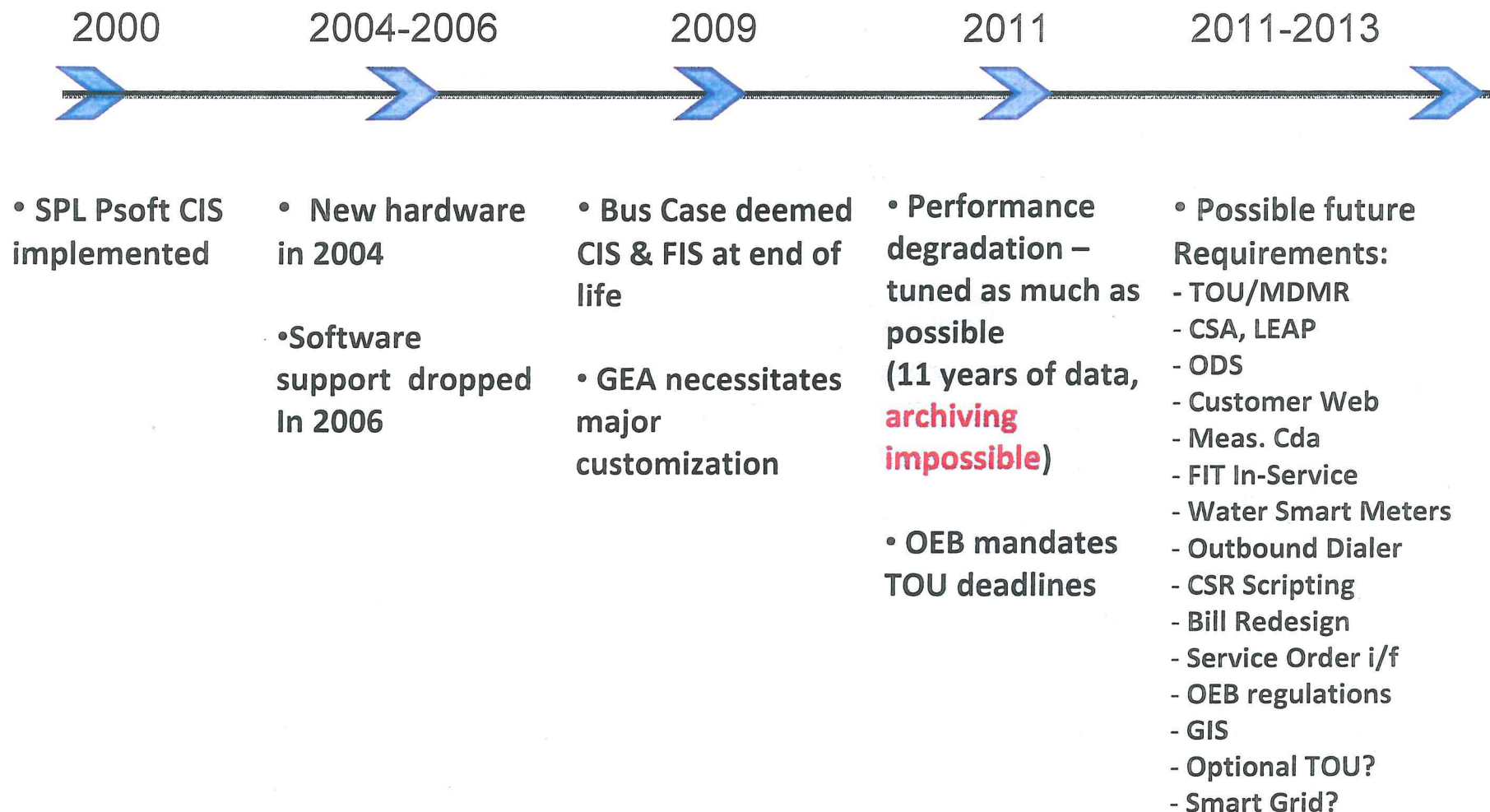
- Assess at a high level the risks that Enwin could be facing by staying on it's current CIS for the foreseeable future
- Identify the consequences (and severity) in the event of a CIS failure
- Assess the reasonability and timing of incorporating TOU/MDMR into the current CIS
- Scope is: evaluate the current CIS & TOU impact
Scope is not: the new CIS project, nor options

Project Approach

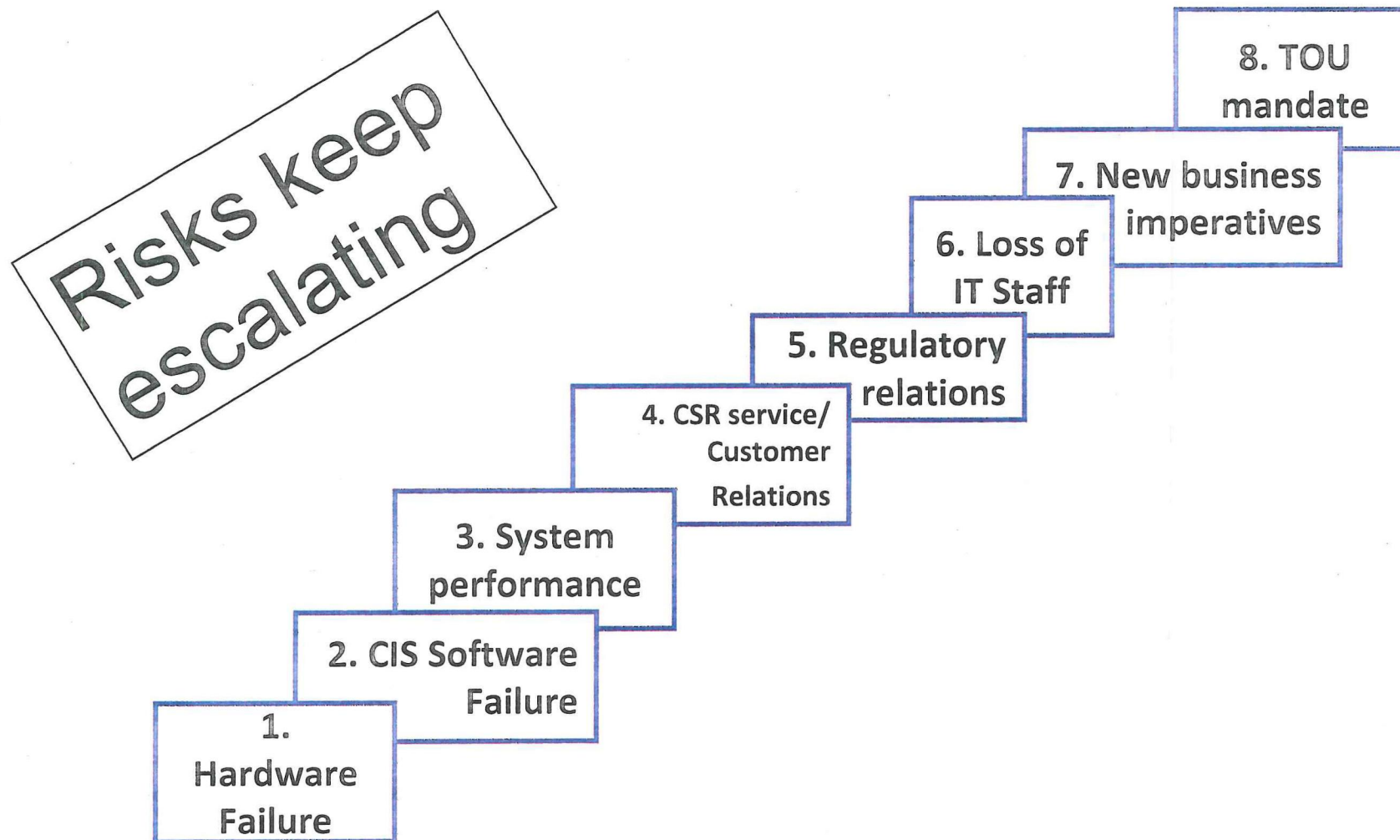
- This review was conducted using a series of interviews and data gathering.
- Interviews were conducted with a number of Enwin executives, managers and staff from the IT and Business depts to determine their reliance on, their expectations of and their view of the impacts of retaining the current CIS.
- Data was gathered from previous Business Cases, Enwin's regulatory opinions and OEB submissions.

It should be noted that the conclusions drawn in this report are based purely on anecdotal evidence and not on intrusive inspection. The report relies on the information from and opinions of Enwin staff, as well as Sky Energy's industry experience.

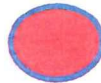

Situation Analysis





The Major Risks





Risk Severity

Risk Dimension	Current Status	Probability	Impact	Overall
1. Hardware Failure	<ul style="list-style-type: none"> • Unsupported in Oct 2011 • 6-10 yrs old • At capacity • Risk includes H/W and Disk storage 	H	H	
2. CIS Software Failure	<ul style="list-style-type: none"> • Unsupported, far beyond the Expiry Date • Full of customization and patches, core code has been changed. • Extremely complex (see Architecture diagram) • Documentation is adequate. • The staff know the system well • Cannot archive historical data because of random keys; would take 9-12 mos to develop archive process • Code might be able handle future reqts, but performance can't • Duplicate effort now incurred in entering Service Orders into 2 system 	M	H	



Risk Severity

Risk Dimension	Current Status	Probability	Impact	Overall
3. System performance	<ul style="list-style-type: none"> Overnight batch jobs frequently run past 8am and some are touching 24 hrs 11 years of data, cannot be archived (system limitation), keeps growing the system has reached it's capacity, therefore impacting the performance of handling customer calls and achieving OEB service levels. 	H	H	
4. CSR service/Customer Relations	<ul style="list-style-type: none"> CRSs affected by slow response times Very dependent on CIS No customer self-service Outdated capabilities Expecting 25% increase in calls with TOU 	H	M	

Risk Severity

Risk Dimension	Current Status	Probability	Impact	Overall
5. Regulatory Relations	<ul style="list-style-type: none"> • Customer satisfaction is average now, but has improved greatly over the last 5 years • The OEB has agreed to extend it's mandated date of 2011 to Dec 2012 for full TOU billing • the CIS system must be capable of handling any future regulatory requirements, which are inevitable 	M	H	
6. Loss of IT Staff	<ul style="list-style-type: none"> • Approx 5 staff know the CIS now • 1-2 retiring in next 2 years • This is an absolute minimum to support such a customized system and leaves no capacity for a major upgrade in a tight timeframe • Takes 1 year for new recruits to learn the CIS • Morale is fine and turnover should not be a risk 	M	M	

Risk Severity

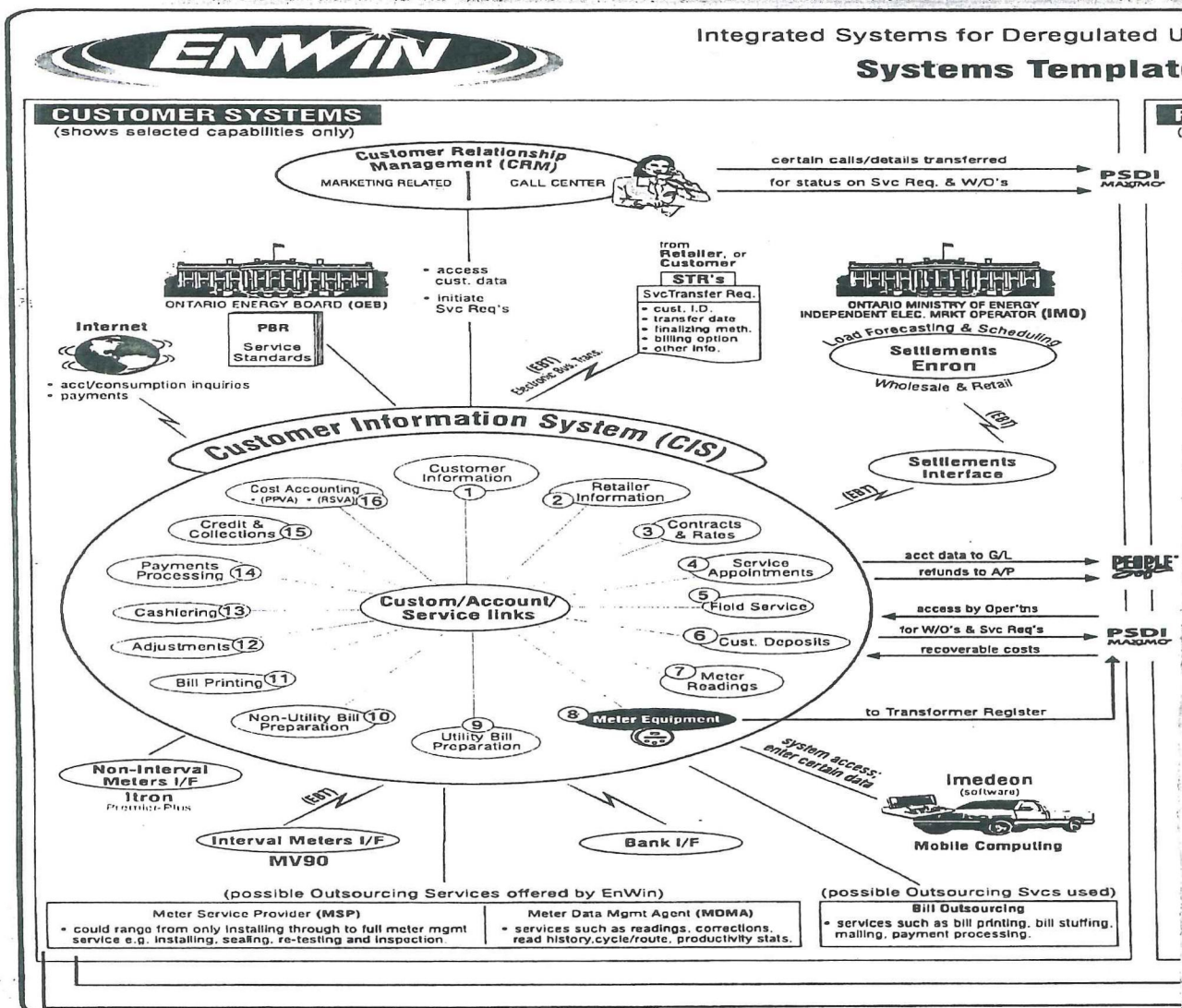
Risk Dimension	Current Status	Probability	Impact	Overall
7. New Business Requirements	<p>What is the risk of new CIS functionality and not being able to accommodate? Assumes kept to minimum. Potential Enhancements include:</p> <ul style="list-style-type: none"> - CSA, LEAP - CDM - Customer Web - FIT In-Service - Water Smart Meters - Outbound Dialer - CSR Scripting - Service Order i/f - OEB regulations - Meas. Cda - GIS - Smart Grid? - Call Centre CBT 	M/H?	M	
8. Impact of TOU mandate	<ul style="list-style-type: none"> • The OEB has extended the mandated date to Dec 2012 for full TOU billing • Implementing TOU/MDMR on the current CIS will take beyond 2012 (20 months (+ or -)) but so will TOU on the new CIS • TOU will choke the current CIS: far more data plus system performance 	H	H	

degradation – very heavy batch processes



Sky Energy Consulting
 A division of Sky Business Consulting Inc.

CIS Complexity



75+ business processes

30+ system interfaces

CIS systems are much more complex than a financial, payroll or work mgt system.
 CIS is closer to, but still more complex than a manufacturing, supply chain or Point of Sale system.

The Risk Consequences

1. Business Interruption
2. Regulatory Compliance/Service Levels
eg 65% of calls responded within 30 seconds
3. Customer Dissatisfaction
4. Field Service
5. Lost Revenues, increased delinquents
6. Negative Publicity, complaints to Council
7. Fines/penalties/rate case/ Licence revoked
8. Erroneous Management Decisions

These are in no particular order. #7 came out as the biggest consequence in the following risk ranking matrix, followed closely by #2.

Risk Assessment Matrix

ASSESSMENT SCORING:

5. High Likelihood/High Impact

4. High Likelihood/Medium Impact
Medium Likelihood/High Impact

3. High Likelihood/Low Impact
Medium Likelihood/Medium Impact
Low Likelihood/High Impact

2. Medium Likelihood/Medium Impact
Medium Likelihood/Low Impact
Low Likelihood/Medium Impact

1. Low Likelihood/Low Impact




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Risk Assessment Ranking

	1	2	3	4	5	6	7	8		
					Lost Revenues, more delinquents	Negative Publicity, Complaints	Fines/penalties /Rate case/ Licence revoked	Erroneous Management Decisions	Total	Rank
Risk Area/Impact	Business Interruption	Regulatory Compliance	Customer Dissatisfaction	Field Service						
System performance	5	5	5	4	5	5	5	3	37	1
Hardware Failure	5	5	4	4	4	4	4	3	33	2
CSR/Customer Service	4	5	5	4	3	4	4	2	31	3
TOU mandate	4	5	3	3	4	3	4	3	31	3
CIS Software Failure	3	3	3	3	3	3	3	3	24	5
New Business Requirements	2	3	3	3	2	2	3	3	21	6
Loss of IT Staff	2	2	2	2	2	2	2	2	16	7
Regulatory Relations		4				3	4		11	8




CIS Risk Consequences

Risk Dimension	Consequences	Interim Solution	Issues/Comments
1. Hardware Failure 	<ul style="list-style-type: none"> Without support in Oct, hw could crash: <ul style="list-style-type: none"> - no parts or service - Fail-over to Dev server, how confident? For how long? - could be out of service for an extended period of time - serious business disruption The CIS system cannot be down for more than 1 week without serious repercussions on the business. Would affect Water billing and service as well as Hydro Finance needs CIS data for m/e & y/e closes, but could estimate. CIS is the company's cash register - which could be out service indefinitely. 	<ol style="list-style-type: none"> Migrate to SAP Platform, or Purchase new servers and transfer the legacy CIS, increasing disk storage (recommended) 	<ol style="list-style-type: none"> May not be technically possible (Proof of Concept in progress). Not enough space to share with the new CIS . Could buy new H/W for new CIS but not budgeted. New technology may not be compatible with the old CIS . Throw away of approx \$400K - the cost of the new hw & storage. But could it be used for other purposes? Note that this a stop-gap measure until replaced with a new CIS.



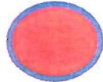
Sky Energy Consulting
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CIS Consequences

Risk Dimension	Consequences	Interim Solution	Issues/Comments
2. CIS Software Failure 	<ul style="list-style-type: none"> • IT staff have been able to maintain CIS SW to date, but now changing core code, creating serious risk of “ripple effect” problems (changing 1 thing corrupts something elsewhere). • Unsupported means that you don’t receive new sw versions from the CIS vendor, you have to customize everything, with no external support. • Underlying sw failure would be serious (Op System, Oracle DBMS, Cobol). • The lack of archiving will continue to overload the data storage and drag down system performance. • Chances are not high, but if the application crashed, the CSRs & business would grind to a halt. 	<ul style="list-style-type: none"> • Limit enhancements to the absolute minimum. • Defer the TOU until the new CIS is implemented. 	<ul style="list-style-type: none"> • Maintaining the CIS software itself isn’t that big of a risk, except that it is causing the performance problems. • The inability to archive historical data is the main problem with the legacy CIS. • Waiting to start the new CIS pushes the reliance on the current CIS and the CIS cannot go longer than 24mths, let alone the additional time to implement the new CIS. There is no way the system can support the business for that long.




CIS Consequences

Risk Dimension	Consequences	Interim Solution	Issues/Comments
3. System performance 	<ul style="list-style-type: none"> • The growing data will continue to impede overnight batch jobs, extending past 8am, causing late delivery of reports and slowing performance for CSRs. Some programs will run over 24 hours, meaning you will never catch up. • This would impact critical processes, such as not sending out customer bills. • The CSRs would experience unacceptably slow response times, unacceptable to customers, executives, OEB. • Customer service will deteriorate (see #4). • OEB Compliance service levels will be violated (see 5). 	<ul style="list-style-type: none"> • See Hardware & Software interim steps. • However there is nothing that can be done to mitigate worsening performance. Everything has been tuned that can be tuned. 	<p>System performance is a major risk regardless of the interim remedy chosen.</p> <p>CIS is the company's cash register - which could be out service indefinitely.</p>




CIS Consequences


Risk Dimension	Consequences	Interim Solution	Issues/Comments
4. CSR service/Customer Relations 	<ul style="list-style-type: none"> • If CSR responsiveness declines or customer dissatisfaction increases, the OEB reports will report service level failure. • Interveners will question the service being provided for the rates being charged. • The chances of negative publicity and customer complaints will increase. 	<ul style="list-style-type: none"> • Need Web self-service asap to improve customer service and offload the increasing call volume. Customers expect it. • Need Outbound Dialer asap to free up CRSs for call handling 	<p>The CSRs and Customer Service have been on-hold for years & are falling away behind prudent customer service practices.</p>



CIS Consequences


Risk Dimension	Consequences	Interim Solution	Issues/Comments
5. Regulatory Relations 	<ul style="list-style-type: none"> Poor customer service will raise the attention of interveners, and negatively affect rate case applications. Worst case could be penalties and fines, or loss of your Distributor Licence. Rate case applications depend heavily on CIS info Credibility with the OEB could be damaged by a significant change of the TOU delivery date or the CIS budget. 	<ul style="list-style-type: none"> Need to show prudent due diligence in the face of the known risks. 	<ul style="list-style-type: none"> Board members are liable, and expected to conduct proper due diligence. How would the OEB react to the \$5-10M of duplicated costs? (cost to incorporate enhancements in the current CIS that will have to be spent over again on the new CIS)

CIS Consequences

Risk Dimension	Consequences	Interim Solution	Issues/Comments
6. Loss of IT Staff 	<ul style="list-style-type: none"> • There are approx 5 developers who know the current CIS. 1-2 will be retiring over the next 2 yrs. • This is perilously close to insufficient support. If many more were to leave it would jeopardize IT's ability to fix faults and support the business. • There are no to-hires that know the legacy CIS. It takes up to a year to train a new recruit on CIS • Some of these resources have developed SAP skills, which is in high demand. Turnover has not been an issue but might become one. 	<ul style="list-style-type: none"> • start hiring & training 	<ul style="list-style-type: none"> • The new CIS project will require several dedicated IT resources. • As will the TOU implementation.




CIS Consequences

Risk Dimension	Consequences	Interim Solution	Issues/Comments
<p>7. New Business Requirements</p> 	<ul style="list-style-type: none"> • See the list of known potential Business requirements in the Risk Severity section above. • The risk is that the new business initiatives cannot be delivered, resulting in loss of revenue opportunities or expense reduction, and causing far greater manual labour. • Imposes limitations on the business. • Regulated changes may not be responded to on time resulting in fines. 	<ul style="list-style-type: none"> • Delay TOU/MDMR until after the new CIS is available. • After migrating the old CIS to new servers, implement high priority backlog requirements. 	<ul style="list-style-type: none"> • Business & IT need to define and prioritize the major CIS requirements over the next 2 years. • And also beyond the implementation of the new CIS • Estimate \$5-10M of duplicated costs if new CIS delayed. These are the costs that would be incurred building TOU and other Business requirements into the legacy CIS, and then developing them all over again in the new CIS .

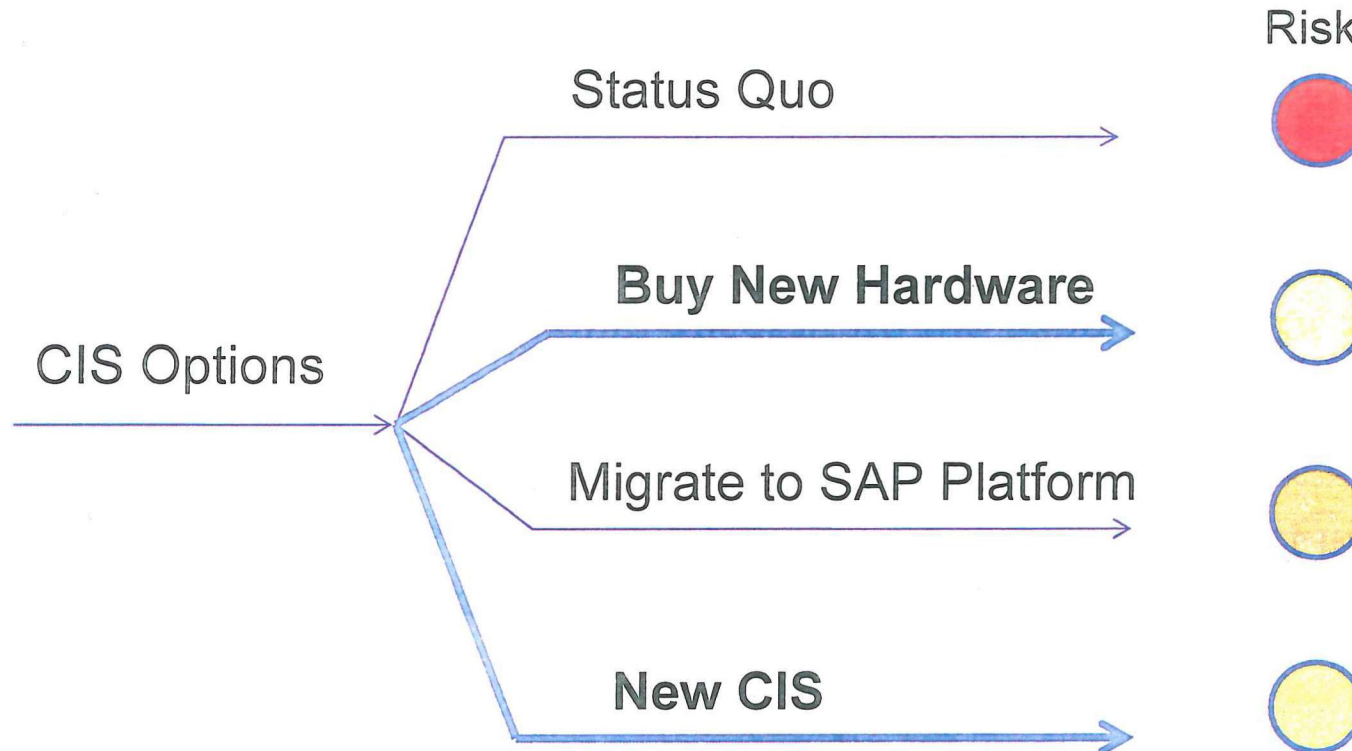


CIS Consequences

Risk Dimension	Consequences	Interim Solution	Issues/Comments
8. TOU mandate 	<ul style="list-style-type: none"> Implementing the TOU/MDMR into the existing CIS will dramatically diminish performance, pushing the batch jobs past 8am/over 24 hours. It could easily crater the CIS. Implementing the TOU/MDMR onto the current CIS would take 20 months (ie beyond 2012). How will the OEB react if TOU is not delivered by Dec 2012? Optional TOU would delay the rollout even further. 	<ul style="list-style-type: none"> As the new CIS is being built incorporate the TOU/MDMR requirements into the new CIS in parallel. Allow the new CIS to stabilize after go-live before initiating IESO testing. The IESO testing will take 6 months. Then it will take 5-6 months to ramp up to full 100% TOU billing. 	<ul style="list-style-type: none"> TOU won't go-live until 2013. TOU/MDMR cannot be lifted from another LDC, as it's so integrated with CIS; an example of not being able to receive new sw versions from the vendor. If you decide to implement the TOU on the current CIS, leverage the code and expertise from Hydro Ottawa.



CIS Options Going Forward



Must start working on the new CIS immediately,
but Status Quo is not an option, need to move to new hardware in the interim.

Conclusions

1. Proceed with a new CIS immediately, time is ticking.

- a) The existing legacy system can not be patched anymore to improve performance. Within the next 24 months Enwin must implement a new CIS solution.
- b) Delaying the CIS would necessitate the expenditure of \$5-10M which would have to be spent over again when the new CIS is implemented. It is very doubtful this cost would be recoverable.
- c) A decision on the CIS solution to be implemented needs to be made quickly as additional time utilizing the legacy CIS exposes the company to serious risks.

Continued

Conclusions

2. Interim measures:

- a) Migrate the legacy CIS onto new hardware & larger disk storage asap.
Perhaps there is used hw available? Or could the new hardware be productively used elsewhere after the CIS is replaced?
- b) Investigate synergy with Hydro Ottawa:
 - performance improvement measures
 - if TOU is implemented on the current CIS (not recommended) leverage their code & expertise
- c) Consider starting the TOU work on the current CIS if the new CIS doesn't start immediately, just in case.

Continued

Recommendations

3. Conduct further analysis:
 - a) Perform a technical deep-dive into the feasibility of porting the CIS to new hardware or the SAP Platform – recommend a strong UNIX/Oracle Specialist.
 - b) Continue the Proof of Concept of moving to the SAP Platform if it's deemed feasible.
 - c) Delay the TOU/MDMR enrolment with the IESO until the new CIS is completed.
 - i. Confirm this with a quick assessment of the 2 TOU options (use the current CIS or the new CIS). What are the implications if you can't make Dec 2012?
 - ii. Consider starting the TOU work on the current CIS now if the start of the new CIS is delayed, just in case.
 - d) Prioritize the new functionality that can't wait for the new CIS, especially Call Centre improvements.

Recommendations

4. Other considerations:

- a) Develop an IT Strategy & Roadmap over the next 5 years, but it needs to be based upon a Business Strategy. The Business Strategy needs to be refreshed.
- b) Conduct a Smart Grid Strategy , including CDM (perhaps lower priority but could identify further CIS needs).
- c) Develop a regulatory strategy going forward regarding CIS and TOU, tracking the due diligence steps taken along the way.
- d) Recruit additional staff for CIS support asap



Sky Energy Consulting

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787 Ouellette Avenue
Windsor, Ontario
N9A 5T7

**Request for Information No. RFI #2011-017
Customer Information System**

SUBMIT SEALED RESPONSE TO REQUEST FOR INFORMATION TO:

EnWin Utilities Ltd., Purchasing Department
4545 Rhodes Drive, 1st Floor
Windsor, Ontario
N8W 5T7

Attention: Paul Gleason
Manager, Purchasing

REQUEST FOR INFORMATION DUE DATE:

Wednesday, December 21st, 2011
2:00:59 p.m. Eastern Time

Issued: November 21st, 2011

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1. RFI Introduction

1.1. RFI Context

EnWin Utilities Ltd. (*EnWin*) is Windsor's Local Distribution Company, responsible for the distribution of electricity and the servicing and maintenance of Windsor's power line infrastructure. As well, *EnWin* is a management services company providing purchasing, fleet, billing, collections, credit, financial, human resources, customer service, and information technology services to the Windsor Utilities Commission ("WUC"), which provides potable water production and distribution, and billing services for wastewater to the City of Windsor.

EnWin's electricity service area covers 46.7 square miles, serving approximately 85,000 customers. *EnWin* employs approximately 260 people and has annual revenue of approximately \$100 million for *EnWin* and WUC.

EnWin's mission is to provide safe and reliable power at just and reasonable rates. *EnWin* is working hard to be the 'Best in Class' and provide superior service to our community of customers.

EnWin's values are:

- Appropriate standard of care to keep our assets in service in a cost-effective manner
- Employ and retain the right people in the right jobs
- Provide relevant and timely information to the stakeholders and be customer-focused
- Employ the most effective and efficient combination of policies, procedures, technology and equipment
- Operate within the letter and spirit of all enabling legislation and relevant regulation

For more information about *EnWin*, visit www.EnWin.com. Additional information can also be found for the Windsor Utilities Commission, at www.wuc.on.ca, and for the City of Windsor at <http://www.citywindsor.ca/>.



Project One

In keeping with our mission and values, *EnWin* has begun a program “Project One” to replace its patchwork of dated legacy software systems. *EnWin* issued a RFP in 2008 for a fully integrated Enterprise Resource Planning (“ERP”) system, including a Customer Information System (“CIS”). Resulting from this RFP, *EnWin* selected and acquired SAP licenses for the following business areas (users):

- Customer information & billing
- Meter reading
- Collections management
- Financial accounting (A/P & A/R) & reporting
- Wholesale & retail settlement
- Supply chain
- Plant maintenance
- Project Systems
- Asset management
- Work management (field service)
- Human resources (including payroll & benefits)
- Purchasing, goods & services, and inventory management

EnWin engaged Deloitte Inc. and successfully implemented the various SAP modules making up SAP’s ECC 6.0 in May 2010 (Phase I). The scope of this phase included:

- Financial accounting (A/P & A/R) & reporting
- Supply chain
- Plant maintenance
- Project systems
- Asset management



- Work management (field service)
- Human resources (including payroll & benefits)
- Purchasing, goods & services, and inventory management

In order to support some of the reporting requirements within this phase, *EnWin* also used their existing SAP Business Intelligence and Business Objects (collectively “BI/BobJ”) products implemented in Phase I.

Notwithstanding that *EnWin* acquired SAP licenses for various modules of a new CIS (i.e., Customer information billing, meter reading and collections management), *EnWin* elected not to proceed with the implementation of those modules as part of Phase I of Project One. Specifically, the Phase I scope did not include the replacement of *EnWin*’s current PeopleSoft CIS or Motorola (Customer Service Request) systems. These systems are planned for replacement during Project One – Phase II.

1.2. RFI Objective

This document identifies *EnWin*’s CIS business requirements and the information expected to be provided by any firms that respond to this RFI (the “Respondents”).

This is a Request for Information (RFI) only, to identify potential CIS solutions and firms that can provide services to implement and support a new CIS solution. *EnWin* is expecting this RFI process to provide information about functionality and cost parameters associated with implementing and operating various possible new CIS solutions, including:

- (i) SAP and non-SAP CIS solutions;
- (ii) CIS solutions built exclusively for *EnWin*; and
- (iii) CIS solutions that are based on CIS solutions already in service at other Ontario electricity distributors.

EnWin is also seeking information about solutions for which hosting and application management services (“AMS”) support could be performed in-house at *EnWin*’s premises, or could be provided by a third party under an outsourcing arrangement.



Information provided by Respondents regarding the CIS capabilities and licence costs, implementation approach and cost, and hosting options will facilitate the decision-making process, and if *EnWin* determines that it is advisable to proceed with a formal Request for Proposal (“RFP”), may result in a short list of firms that will be asked to respond to such an RFP that may be issued in early 2012.

General Terms

This RFI does not constitute a RFP or a solicitation for tenders or proposals, or a promise to issue a RFP in the future. This RFI also does not commit *EnWin* to contract for any product or service whatsoever, and no contract or other commitment will be entered into with any Respondent based on responses to this RFI.

Further, *EnWin* will only accept submissions that are in response to this RFI on the terms set out herein. *EnWin* will not accept any proposals that do not comply with the requirements of this RFI. Respondents are advised that *EnWin* will not pay for any information, administrative or other costs incurred by them in responding to this RFI. All costs associated with responding to this RFI or otherwise arising from this RFI will be solely at the Respondent's expense. The information in this RFI is subject to change and is not binding on *EnWin*, subject to the terms and conditions contained in Appendix C. If you do not accept the terms of this RFI, you are advised to not submit a response.

Respondents are advised that *EnWin* may seek information or request studies to be conducted outside the scope of this RFI to obtain information about possible CIS solutions. *EnWin* reserves the right to use any information obtained from any source as a basis for determining how to proceed following the issuance of this RFI, and in particular as a basis for deciding whether or not to proceed with a RFP.

Respondents should demonstrate in their responses to this RFI:

- An understanding of *EnWin*'s requirements, as identified in this RFI;
- An understanding of the specific challenges and risks associated with implementing and supporting a CIS solution of this scope;
- An understanding of various methodologies and approaches for an “in-house” and “outsourced” approach to hosting and application support;



- A track record of success in designing, implementing and supporting a CIS solution in organizations having similar business needs to those of EnWin, and where applicable, within the Ontario electricity distribution sector;
- Experience with integrating a CIS solution to back-end SAP ECC 6.0 Finance, Asset Management or similar systems; and
- The availability of personnel possessing high skill levels and expertise in providing the services necessary to meet *EnWin's* requirements, as set out in this RFI.



2. CIS Project and Scope

Information provided in this section is intended to assist Respondents in understanding *EnWin's* current CIS system and the general functionality thought to be required of the proposed new CIS solution. *EnWin* recognizes that some CIS solutions are more automated than other CIS solutions, and that some CIS solutions are likely to require more staff to achieve functionality that is comparable to the functionality provided by other CIS solutions. That said, *EnWin* anticipates that any new CIS solution should not require significant customization beyond normal configuration of business rules and tables. The only envisioned exceptions would be to address:

- Specific *EnWin*-defined operational needs,
- Ontario Energy Board ("OEB"), Independent Electricity System Operator ("IESO"), and similar entities' regulatory rules, or
- Measurement Canada requirements.

More detailed information about the OEB requirements can be found at <http://www.ontarioenergyboard.ca/OEB/Industry>.

More detailed information about the IESO requirements can be found at http://ieso.ca/imoweb/businessIndustry/bi_index.asp.

More detailed information about the Measurement Canada requirements can be found at www.mc.ic.gc.ca.

To the extent that *EnWin's* expectations as set out above do not align with the experience of the Respondent, information about the Respondent's experience and possible reasons for any differences from *EnWin's* expectations is welcome.

Objectives

The project for the implementation of a new CIS (the "CIS Project") is intended to address the following objectives:

- Use industry best practices as a basis for modifying *EnWin's* current business processes;



- Ensure that to the extent possible the functional requirements can be met through the implementation of a standard CIS solution (i.e., without the need for customization);
- Provide a solution that is fully integrated with the SAP ECC 6.0 solution;
- Provide a solution that is integrated to the IESO's Meter Data Management and Repository (the "MDM/R") and *EnWin*'s current Sensus Smart Metering Regional Network Interface ("RNI") (all as described in greater detail under the heading "Time of Use ("TOU")" in section 5 of Appendix B);
- Form a basis to support current and anticipated regulatory requirements;
- Provide a single, integrated solution to support multiple products (electricity, water and waste water), multiple business units, and multiple sites;
- Provide for a solution that will allow for an efficient and easily achievable integration with other current *EnWin* systems and with any future systems that *EnWin* may reasonably be expected to acquire to meet its business needs, as described in this RFI.

To the extent that these objectives do not align with the experience of the Respondent, information about the Respondent's experience and possible reasons for any differences from *EnWin*'s expectations is welcome.

Scope

The scope of the requirements for *EnWin*'s anticipated CIS solution is set out in Appendix B. Respondents may wish to use that scope as a basis for understanding *EnWin*'s anticipated CIS functionality. Respondents are asked to provide information about any variations between *EnWin*'s anticipated CIS functionality and the scope of functionality available from the Respondent's proposed CIS solution.

EnWin notes that the Respondent's client(s) may have had success in implementing a CIS with a scope that is different from *EnWin*'s anticipated scope while still meeting the requirements of an electricity distributor in Ontario. *EnWin* expects those Respondents to provide information about how the requirements of other distributors have been addressed outside of the CIS or with different CIS functionality.



3. Respondent Instructions

Respondents are expected to examine the entire RFI including all specifications, standard provisions, and instructions. Failure to do so will be at the Respondent's risk.

The response should be prepared in a simple and straightforward manner.

3.1. Intent to Respond

The Respondent must submit written notice of its intent to submit a response to this RFI, using the form of Appendix A to:

Paul Gleason, Manager, Purchasing
ENWIN Utilities Ltd
4545 Rhodes Drive
Windsor, Ontario N8W 5T1
Ph: 519-251-7325
Fx: 519-251-1996
e-mail: pgleason@ENWIN.COM

Notices of Intent to Respond may be provided by personal delivery, fax or e-mail, but any such Notice must be received by *EnWin* no later than **Tuesday, November 29th, 2011, at 2:00:59 pm Eastern Time.**

A Respondent that submits a Notice of Intent to Respond by the due date set out above but that subsequently decides not to submit a response should advise *EnWin* promptly in writing.

3.2. Requests for Clarification and Supplementary Information

EnWin's objective is to provide Respondents with information needed to provide a complete response to this RFI. Respondents may submit requests for clarification or supplementary information, although *EnWin* may at its sole and unfettered discretion determine whether or to what extent clarification or supplementary information will be provided. Requests must be emailed to the contact below and received no later than **Tuesday, November 29th, 2011, at 2:00:59 pm Eastern Time:**



Paul Gleason, Manager, Purchasing

ENWIN Utilities Ltd.
4545 Rhodes Drive
Windsor, Ontario N8W 5T1
Ph: 519-251-7325
Fx: 519-251-1996
e-mail: pgleason@ENWIN.COM

3.3. Responses to Requests for Clarification and Supplementary Information

In accordance with section 9 of Appendix C, all questions or requests for clarification relating to this RFI should be sent to the *EnWin* representative set out above. Respondents are advised that only the *EnWin* representative identified above is authorized to amend or change the requirements set out in this RFI or to provide any information relating to this RFI, and Respondents are not entitled to rely on any information or instructions provided by any other representative of *EnWin*. Responses to requests for clarification and supplementary information that are issued by *EnWin*, as determined by *EnWin* in its sole discretion, will be supplied via email no later than **Thursday, December 8th, 2011, at 4:00:59 pm Eastern Time**. All parties that submit and confirm an "Intent to Respond" by the due date set forth in section 3.2 above will receive copies of the questions and responses which *EnWin* elects to provide, as determined by *EnWin* in its sole discretion. A response may consist of partially or completely responsive clarification and/or supplementary information, or a statement that "No response" is provided, with or without further comment.

3.4. Submission of Response to RFI

The Respondent's response to this RFI, accompanied by a transmittal letter signed by an authorized representative of the Respondent, must be received by *EnWin* on or before **Wednesday, December 21st, 2011, at 2:00:59 pm Eastern Time**.

- **In a sealed envelope** (with the identifying caption "Request for Information No. RFI #2011-017 – Customer Information System" clearly marked on the outside of the envelope). The sealed envelope must contain one (1) original and three (3) copies of the response to the RFI, along with an electronic copy in Word and Excel CD-ROM, must be addressed to the contact below, and must be sent by



mail or personal delivery, as follows (responses sent by fax or e-mail will not be considered):

Paul Gleason, Manager, Purchasing

ENWIN Utilities Ltd.
4545 Rhodes Drive
Windsor, Ontario N8W 5T1
Ph: 519-251-7325
Fx: 519-251-1996
e-mail: pgleason@ENWIN.COM

NOTE: mailing/courier date and time should be considered by Respondents to meet closing requirements. Responses received after the specified due date/time, regardless of markings and regardless of the reason for late receipt, will be rejected and returned unopened.

3.5. Sequence of Events - Summary

EnWin has established the following sequence of events and tentative schedule dates for this RFI process:

Action	Due Date
RFI Issued to Vendors	November 21 st , 2011
Respondents Submits Notices of Intent to Respond	by 2:00:59 p.m. Eastern Time on November 29th, 2011
Respondent Requests for Clarification Received	by 2:00:59 p.m. Eastern Time on November 29th, 2011
EnWin's Response to Requests for Clarification	by 4:00:59 p.m. Eastern Time on December 8th, 2011
Respondent Submission of Response to RFI	by 2:00:59 p.m. Eastern Time on December 21 st , 2011



4. RFI Response

The response to this RFI should include the following:

4.1. Transmittal Letter

A signed transmittal letter must be sent enclosing the Respondent's response to the RFI, and must include a statement by the Respondent that it agrees to adhere to the provisions of the RFI without modification. The letter of transmittal must also:

- Identify the submitting organization
- Identify the contact person responsible for the RFI response (specify phone, fax, email, and mailing address)

4.2. Executive Summary

The Respondent must provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the RFI **not to exceed 3 pages**.

4.3. CIS Solution

Respondents will identify the CIS and any services being proposed with a general description of how the proposed solution meets the functions and features described in the RFI, and any other functions and features. It is important for the Respondent to include sufficient detail to provide an understanding of the products and services being proposed.

The CIS solution should be based on what has been defined as within the scope of this RFI and any other functionality which the Respondent believes is necessary or appropriate for *EnWin*, taking into account any information available to the Respondent concerning the functionality provided to any organization that has similar business needs to those of *EnWin*, including any other electricity distributors in Ontario. The factors which Respondents are invited to consider in preparing their responses include any differences between *EnWin* and other electricity distributors in Ontario, including: 1) *EnWin's* size, 2) the rules/requirements of today, 3) billing of water and waste water in addition to electricity, and 4) other factors (which should be identified).



EnWin is open to receiving information from Respondents that is based on:

- A stand-alone CIS to be provided to *EnWin* that would address any unique requirements of *EnWin*;
- A stand-alone CIS that would address *EnWin*'s unique requirements, and that is based on a CIS used at another organization that has similar business needs to those of *EnWin* (including any Ontario electricity distributor) that is in service or coming into service in the near term (in which case Respondent should address whether it owns or can procure all necessary rights to permit the use of such other CIS);
- A CIS to be hosted by a third party for use by *EnWin*; or
- Another ownership/operational arrangement.

4.4. CIS Vendor and Product Profile

Respondents are to provide the following information about the supplier of the software products that the Respondents propose to provide as the software for the CIS solution (the "CIS Vendor"). If respondents are recommending a SAP CIS solution, respondents are asked to identify "SAP Canada Inc." in the Company name for the CIS Vendor. The rest of this section does not have to be completed by Respondents who are proposing to provide a SAP CIS solution, since *EnWin* is already in receipt of this information.

Respondents who are recommending a non-SAP CIS solution are required to complete this entire section.

CIS Vendor Profile	
Company name	
Company address	
Company web page	
Year established; year entered the market to provide CIS solutions (with a similar scope to that set out in this RFI)	
Parent company, business organization, and the subsidiary, if any, offering the product	



Office locations (including locations of affiliates that would be involved in product development/support for <i>EnWin</i>)	
Products available	
Total number of employees focused on the proposed software module(s) by 1) development, and 2) support (including employees of affiliates that would be involved in product development/support for <i>EnWin</i>)	
Location of software development and/or support team (including location of affiliates that would be involved in product development/support for <i>EnWin</i>)	
Provide yearly gross sales for the last five (5) years	
Product History	
Current product release number, date of release, and detail of enhancements	
Product history – prior product releases, dates of releases, and details of enhancements (last three years)	
Expected date of next release and listing of proposed enhancements	
Total number of clients (in U.S. and Canada) using the proposed product/release	
Description of any planned introduction of a new product	
Prevalence of the proposed product in the Ontario electricity distribution sector (by release, where applicable)	



Functionality of the proposed product with high level reference to requirements of the Ontario electricity distribution sector	
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4.5. System Integrator (SI) Vendor Profile

Respondents are to provide the following information about itself or any other firm which Respondents propose as the party that will assume primary responsibility for providing all services required for the implementation of the proposed CIS solution, including any services required to integrate that solution with any other systems used by *EnWin* (the Respondent or such other firm, as applicable, is hereinafter referred to as the “System Integrator” or “SI”):

SI Profile	
Company Name	
Company Address	
Company web page	
Year established; year entered the market to implement CIS solutions (with a similar scope to that set out in this RFI)	
Parent company, business organization, and the subsidiary, if any, offering any implementation/support service	
Office locations (Listed by local, North American & other, but only for SI and affiliates that would be involved in providing services to <i>EnWin</i>)	
Serving office for this project and project team for this project	



Services offered by the company, i.e., installation services, managed services, hosting, application development, etc. (including services offered by affiliates that would be involved in providing services to <i>EnWin</i>)	
Total number of full-time employees and contract employees (including employees of affiliates that would be involved in providing services to <i>EnWin</i>)	
Total number of employees focused on implementing the proposed product module(s) (including employees of affiliates that would be involved in providing services to <i>EnWin</i>)	
Provide yearly gross sales for the last five (5) years	
Experience in the Ontario electricity distribution sector	
CIS Vendor and SI “Business Partnerships”	
Number of CIS implementation &/or support projects completed jointly by the SI and/or CIS Vendor (assuming they are different vendors) with a scope similar to that defined within this RFI, including client names and project start and completion dates.	
Experience of the SI working with the CIS Vendor in the Ontario electricity distribution sector (by product type and release, where applicable)	



4.6. System Integrator (SI) & CIS Vendor Qualifications

Respondents should provide the information required by this section, and sections 4.7 to 4.13 below, for itself and any other party that it proposes to use as the CIS Vendor or System Integrator. The Respondent should demonstrate for itself and any other applicable firm a proven track record in providing reliable product solutions across a series of successful project installation efforts.

Respondents should reflect their experience in work of a similar nature and magnitude to that being proposed; and specifically any experience in the Ontario electricity distribution market.

Respondents may be asked to provide reference information for clients where the scope of the products and services provided is the same as, or of a similar nature to, that contained within this RFI.

4.7. Implementation Methodology

Questions	Response
Please describe, at a high level, the implementation methodology which you would propose to use on this project.	
Please describe any automated tools or other project accelerators which you would propose to use on this project.	
Describe your project management and solution delivery methodology and process with particular emphasis and focus on your expectations arising from your experience in providing products and services to organizations of similar size and having similar business needs to <i>EnWin</i> . Please include specific methodologies, processes, and procedures you used to identify and mitigate project risk for CIS engagements and to keep the effort on track from both a schedule and cost perspective.	



Questions	Response
Describe how and how many <i>EnWin</i> IT & business personnel would be expected to be involved with this implementation; identify your expectations as to the roles, qualifications & responsibilities of personnel to be assigned by <i>EnWin</i> , ensuring the number of personnel per role is clearly identified.	
Describe your methodology for assessing enterprise, regulatory and customer process needs. The description must be specific, action-oriented, and define what steps are taken to identify and meet client's requirements while minimizing development and project cost?	
Describe the approach and level of development required to integrate the recommended CIS solution to <i>EnWin</i> 's SAP ECC 6.0 system and BI/BoBJ environment.	
Describe your people change management methodology and how you will ensure <i>EnWin</i> end users are ready to accept and use the proposed CIS solution once implemented.	

4.8. Implementation Timeline

Respondents are asked to provide a high level timeline for supplying and implementing the proposed CIS solution, including the time required for its integration with any other systems used by *EnWin*, showing total duration, various phases and major activities within each phase.

Respondents should describe how this timeline compares against other implementations of the same or similar scope and clearly identify why any difference in total duration may exist.

4.9. Project Costs

Respondents are asked to provide typical costs that *EnWin* would be expected to incur to procure and implement the CIS solution being proposed. Respondents should use



the information provided within this RFI, plus any other relevant experience (including, if applicable, any experience in providing products and services to any organization having similar business needs to those of *EnWin*, including any other Ontario electricity distributor) to determine these typical project costs.

Respondents are asked to complete the cost chart below for an in-house option.

Cost Item	Cost (CDN \$)
Implementation Costs:	
CIS License	
SI Implementation (fixed)	
Hardware	
3 rd Party Application/Tools	
Other (Please describe)*	
Total Implementation Costs	
CIS Annual Maintenance License Costs	
3 rd Party Application/Tool Annual Maintenance Costs	

* These costs should exclude any internal *EnWin* staffing costs; *EnWin* will determine these costs based on information provided in this response to this RFI and other relevant information in its possession.

Respondents are asked to complete the cost chart below for a 3rd party hosted/support option. The chart below should not include the costs of providing hosting and application management support, which should be separately identified in the chart set out in 4.12 below.

Cost Item	Cost (CDN \$)
Implementation Costs:	
CIS License	
SI Implementation (fixed)	
Hardware	
3 rd Party Application/Tools	
Other (Please describe)*	
Total Implementation Costs	
CIS Annual Maintenance License Costs	
3 rd Party Application/Tool Annual Maintenance Costs	

* These costs should exclude any internal *EnWin* staffing costs; *EnWin* will determine



these costs based on information provided in response to this RFI and other relevant information in its possession.

4.10. Operational Costs and Benefits

Respondents are asked to provide information about how the CIS solution being proposed would be expected to yield productivity, analytical, reporting or other benefits to EnWin. This information will ideally be with reference to the Respondents' experience with customers having requirements similar to those of EnWin, including, where applicable, other Ontario electricity distributors.

Where possible, other operational implications, such as any requirement to use specific service order management, outage management (OMS), meter data management (MDM), or other systems that are generally used in the Ontario electricity distribution sector should also be identified.

Responses in this section should be clear as to the versions of the CIS solution that were used at any other entities whose experiences provide the basis for the Respondent's expectations for *EnWin*.

4.11. Hosting & Application Management Services Options

Respondents are asked to provide information on any CIS hosting and AMS options available to *EnWin*.

The Respondent should describe the hosting and AMS services proposed to be provided to *EnWin*. Describe the physical location(s) from which services would be provided. List any aspects of the delivery model that involve the provision of services from outside Canada, and state Respondent's contingency plan in the event that any aspect of the delivery model (including any services provided from outside Canada) is compromised.

A description of the model should include at least the following items:

- Service management methodology
- Hosting physical location and disaster recovery



- Support structure/model i.e. on-site, local, off-shore
- AMS services available i.e. Basis, ABAP, Security, break/fix
- Change management
- Service request support
- Quality assurance support
- Problem management
- User support

Respondents should use information provided in this RFI, plus any experience they have with any entities having requirements similar to those of *EnWin*, including other Ontario electricity distributors, to determine the options.

4.12. Hosting & Application Management Support Costing

The Respondent should provide cost model options for the hosting and AMS services using the table below.

For each cost model option, the Respondent should provide a description of the cost models the Respondent would suggest to *EnWin*, given the information contained in this RFI and experience they have with any entities having requirements similar to those of *EnWin*, including other Ontario electricity distributors.

Please make sure all assumptions are clearly identified.

EnWin would prefer the costing model options for hosting to be separated out from those for AMS services:

Cost Model	Cost (CDN\$)	Comments
Application Management Support		
Hosting		



4.13. Hosting & Support References

If requested by *EnWin*, Respondents should be prepared to provide North American customer references that currently use the Respondent for providing CIS hosting &/or AMS services for the solution being proposed.



APPENDIX A – NOTICE OF INTENT TO RESPOND FORM

To: EnWin Utilities Ltd.
Attn: Paul Gleason
Manager, Purchasing
4545 Rhodes Drive
Windsor, Ontario N8W 5T1
Ph: 519-251-7325
Fx: 519-251-1996
e-mail: pgleason@ENWIN.COM

We intend to respond to the RFI #2011-017 - "Customer Information System" issued November 21, 2011, by the specified due date of December 21st, 2011, 2:00:59 PM, Eastern Time.

In so doing we agree to abide by the RFI terms and conditions contained in the RFI.

Company Name of Respondent: _____
Contact Name (Please Print): _____
Position: _____
Signature : _____
Date: _____



APPENDIX B – ANTICIPATED CIS SCOPE

Functional Scope of the Project

Respondents are asked to review the following high level requirements which were developed through a CIS design process for EnWin's proposed new CIS system carried out earlier this year. Respondents are to use these as input into consideration of what scope/functionality may be included in the Respondents' CIS solution, based on their experience with implementing and/or supporting CIS systems in organizations having similar business needs to those of EnWin, including, if applicable their experience in the Ontario electricity market.

Respondents must provide a solution which can support the electricity, water and waste water requirements at EnWin and WUC.

Respondents should consider CIS solutions which can integrate with the core back end SAP ECC 6.0 system and with the BI/BoBJ products, all as described under the heading "Project One" in section 1.1 of the main body of this RFI.

EnWin has summarized the CIS functionality into the following seven (7) major processes:

1. Device Management
2. Meter Reading
3. Service Order Processing
4. Customer Service
5. Billing and Invoicing
6. Credit & Collections
7. Contract Accounting (FI-CA)



1. Device Management

The device management area includes device lifecycle management, permit processing, and meter reading. These processes must be supported for the electric, water and wastewater divisions. All Measurement Canada regulations must be supported by the proposed new CIS solution.

There are certain components of devices that must be integrated into EnWin's existing SAP ECC 6.0 modules before devices can be managed. The new solution will contain components that correspond to the items of "Equipment", "Material", and "Serial Number" in the standard SAP ECC 6.0 system. These items correspond to those for Meter / Meter Tanks / Backflow Preventers/ Transformers, Meter Type / Equipment Type / Item Type / *EnWin* Stock Number and Badge / Serial Number in the legacy CIS system currently used by *EnWin*.

The following basic devices will exist at *EnWin* / WUC:

- Meters
- Current Transformers
- Potential Transformers
- Meter Tanks (Meter Tanks are outfits with instrument transformers used as part of metering)
- Backflow Preventers
- Remote Reading Device (VISI's and Transmitters) - Water meters are traditionally installed in a home's basement. As such, they are generally difficult to access, and for many years WUC installed remote reading devices known as VISI. This is now an outdated technology (replaced by RF meters), but WUC still has approximately 40,000 meters that need to be read via VISI.



2. Meter Reading

The overall meter reading strategy at *EnWin* will consist of a complex technical landscape interfacing with multiple systems exchanging periodic, interval or time-of-use (“TOU”) meter reading data. This landscape will evolve over a multiple stage phased timeline with the first “go-live” beginning with the implementation and integration of the new CIS followed by an additional phase of accommodating TOU meter reading data for all smart meters from the MDM/R (as described further under the heading “Time of Usage (TOU)” in section 5 below).

Meter reading interfaces will be required between the CIS solution and the following meter reading solutions:

- Neptune (water & non-smart meter residential & commercial meters) (see Neptune’s website for further product details: www.neptune.com)
- Sensus (smart meter) (see Sensus’ website for further product details: www.sensus.com)
- Itron MV90 – Large Commercial (see Itron’s website for further product details: www.itron.com)

3. Service Order Management

The new CIS system must support the creation and management of service orders. The components of the CIS system to be used for all service orders must fully integrate with the system used for service orders which was implemented in the SAP Plant Maintenance (PM) module of SAP during Phase I of “Project One”.

In Phase I of *EnWin*’s SAP implementation, the approach to orders was driven by the need to capture, settle and report on operational costs (Labour, Material, Trucking and Services), either to individual or standing, general orders.

The new CIS system should build further on the capabilities of service orders to hold customer and/or caller information. It is also important that the call taker is able to clearly identify the physical location of the customer issue and the system should check that duplicate orders are not being created for multiple calls of the same customer issue.



The design requirements of the new CIS system are driven by the need to perform and schedule direct customer service related activities, such as a meter exchange or a credit initiated disconnect / reconnect.

The following are the service order categories that must be supported:

- Emergencies
- New services, inspections, abolishment & water permit processing
- Restoration
- Customer service requests (including arrears processing, disconnection and reconnection, meter reading trouble orders)

EnWin is currently using a combination of SAP ECC 6.0 and the Motorola Customer Service Request (“CSR”) system to manage these service categories. Some of these service requests have OEB regulatory reporting implications and additional information may need to be captured to provide the data, such as Service Quality Indicator (SQI) which includes tracking appointments met.

The following is additional information on these categories:

Emergency Situations

Since going live with the SAP ECC 6.0 system in May 2010, emergency situations at *EnWin* / WUC have been dealt with via a combination of a Service Request (SR) through the Motorola CSR system and SAP Work Order (WO). The former is used for initial call creation, and subsequent response time / resolution reporting, while the latter is required for the recording and reporting of all costs incurred (Labour, Material, Trucking and Services).

The two SR types in the Motorola CSR system currently used to process emergency calls are EWU – ELECTRIC TROUBLE CALL (average of 1,952 per year) and WUC WATER SHOWING (average of 1,008 per year).

The proposed CIS system must integrate with the processes already adopted by *EnWin* / WUC’s Distribution divisions (Electric and Water) in Phase 1 of Project One.

Currently, emergency calls are routed in the Motorola CSR system, using workflow, directed to / taken by numerous departments at *EnWin* / WUC, including: Technical



Services; Electric Control Room; Water Production; Water Distribution; and the Customer Service Centre.

In some cases, notifications will be turned into WOs, while in others they may be linked to pre-existing standing, general WOs, or left as stand-alone objects. *EnWin* will determine the needs for *EnWin* / WUC's Distribution departments (Electric and Water), incorporating their current practices and keeping in mind the financial reporting implications and requirements as established by the Finance department of *EnWin* in Phase I of Project One, and the business needs and regulatory requirements to which *EnWin* is subject, as set out in this RFI.

New Service, Inspections, Abolishment & Water Permits Processes

The proposed new CIS system must be able to initiate or receive and manage requests initiated by the Technical Services group at *EnWin* from the initial receipt of a new service request, through infrastructure build, premise creation, device installation and set-up ready for customer billing, to final service abolishment (i.e., termination) once billing has ceased and the service is no longer required.

The following are the processes that must be supported:

- New Service Initiation - Water
- Tap / Inspection - Water
- Temporary Construction Charges - Water (temporary unmetered)
- Water Meter Installation
- Curb Box Inspection / Refund for Water
- New Service Initiation - Electric
- "All Ready" Processing
- Sentinel Light Install Process
- Street Lights
- Miscellaneous Services – Metered
- Miscellaneous Services – Unmetered



- Abolishment Process – Water
- Abolishment Process – Electric
- Abolishment Process – Sentinel Light

WUC currently issues six distinct types of permits, each of which is designed to ensure that the safety and integrity of the distribution system is never compromised by unapproved, unmonitored third party activity.

The following are the types of permits:

- Abandonment
- Hydrant Usage
- Private Hydrant Maintenance
- Residential Water Service
- Large Water Permit
- Subdivision Permit

These permit processes involve the receipt and possible refunding of money and need to be tightly integrated with the core SAP ECC 6.0 system. The proposed new CIS system must support this integration.

Restorations

Since going live with the SAP ECC 6.0 system in May 2010, restorations at *EnWin* / WUC have been dealt with via a combination of a Service Request (SR) under the Motorola CSR system, SAP Work Order (WO), SAP Service Purchase Order (PO), and in WUC's case, external Excel spreadsheets.

- **The SR** under the Motorola CSR system is used to log the initial restoration requirement, and for subsequent status reporting. SR Summary Reports – to find all new SRs - are run by WUC on a weekly basis, and sent to the appropriate party (vendor for lawn restorations, City of Windsor for road / sidewalk / driveway restorations).
- **The SAP WO** holds individual restoration costs (meaning work done at a particular address, due to a particular event).



- **The SAP Service PO** holds all restoration costs for the contracted vendors, and is the mechanism used to feed costs to the individual WOs (for lawn restorations) or directly to cost centre (for City restorations).
- **External Excel spreadsheets** are used to assist with reconciliation of the vendor invoices, and for data analysis (i.e. average vendor hours to complete a job).

Customer Service Requests

The following Customer Service Requests must be available for Customer Service Representatives ("CSRs") to create directly from a centralized screen.

The following are the types of requests that must be supported:

EnWin Electric Locate Request / WUC Water Locate

These types of requests must be scheduled with the customer by the CSR; therefore an appointment must be created in the system by the CSR based on availability of crew.

WUC Curb Box Issues

This is the process for activating a Water Service Shut-off (WSS), i.e., a completed disconnection, undertaken at the customer's request, and any subsequent reconnection or repair following any such disconnection, all of which will trigger a charge onto the customer's account.

EnWin Connect Order

This Service Request is considered to be a "new service" or "abolishment" order type.

WUC Lead Sampling

The semi-annual lead sampling process will be initiated by a report. The report will be a query that lists addresses within a geographic area. Customers will be invited to take part in the lead sampling program. If/when customers call back to take part, Service Orders will be created.



Queries need to be created to list the measurement results from all tests in a given date/time range together with the customer names and addresses. These queries will form the basis for the results letters to be sent out to the participating customers.

EnWin Electric Trouble Call / WUC Water Showing

Internal calls will be initiated by CSRs from a centralized call center screen.

EnWin Streetlight Repair

Streetlight Repairs will be initiated by CSRs from a centralized call center screen.

WUC Follow Up Request

These are usually customer complaints that will be initiated by CSRs from a centralized call center screen.

EnWin Tree Trimming

Tree trimming requests will be initiated by CSRs from a centralized call center screen.

WUC Lawn Restoration / EWP Restoration Investigation

Lawn restoration and investigation requests will be initiated by CSRs from a centralized call center screen.

EnWin Miscellaneous

Example: demolition, smart meter repair, account reclassification.

WUC Water Quality Complaint

Logged by CSRs from a centralized call center screen as per regulations.

WUC Hydrant Issues

These requests are handled similarly to trouble calls.

EnWin / WUC Addressing

Update requests to maps and regional structure documents.



EnWin Customer Complaints

These requests are handled similarly to WUC follow-up requests.

EnWin Liaison / SAC Sheets

Notices for City of Windsor re: street / alley closures for construction.

Other Service Order Types

Includes:

- WUC permit issues
- WUC abandonment
- EnWin oversized load route / EWU customer substation planned outages
- EnWin cable power supply
- WUC special restoration.

The above Service Orders are currently supported by workflow within the Motorola CSR system. The Motorola CSR system is presented with various questions and subsequent questions will change based on previous answers. The responses will also trigger the correct routing for the work to be performed. The Respondents' proposal for a new CIS system should set out a means to satisfy this requirement.

4. Customer Service

EnWin has approximately 35-40 Customer Service Representatives (CSRs) who received 160,000 calls in 2010 and who perform both customer calls and and backroom work. The CSR's responsibility is to ensure customer inquiries coming from phone calls, emails, faxes, mail, or in person are responded to daily. The goal is to provide a resolution to a customer's questions and/or concern upon initial contact. Some large customers are flagged as Key Accounts and any inquiry or request on these accounts are handled by a Key Account Supervisor.

The following table provides a summary of *EnWin*'s call types for calls made in 2010:

Call Type	Number of Calls	Percentage
Payment Arrangements	41,028	36



Moves	20193	18
Billing Electric	16908	15
Billing – Other	8101	7
General Water	6924	6
Customer Reads	5092	4
Transfers	4106	4
General Electric	2603	2
Equal Payment Plan	1966	2
Billing Water	1700	2
Retailer	1457	1
Smart Meter Inquiries	1131	1
Other* (see below)	1431	1

Other: includes calls related to streetlight repairs, conservation, bill inquiries, electric outages, rate changes, rate changes for water, escalations, new bill design inquiries.

The new CIS solution must provide a simple tool for the CSRs to be able to respond to all incoming and outgoing requests. Respondents should also provide an understanding of the amount of scripting to facilitate call handling included in the base CIS solution being proposed.

In addition to CSRs responding to customer inquiries or required services, *EnWin* also requires a customer self-service website. *EnWin* expects the website to be fully integrated with the new CIS system, and Respondents should set out the manner in which they would propose that the website be integrated with the CIS, and if applicable, other systems. Services that should be available via the self-service website include: bill inquiry, account balance, last payment, meter read submissions, new connections, and disconnections. *EnWin* is open to recommendations regarding self-service capabilities and best practices.

5. Billing & Invoicing

EnWin requires the new CIS system to support the billing and invoicing for electricity, water, waste water, and distribution, miscellaneous and retail (if applicable). All charges will appear on the same invoice.

Due to the competitive nature of the Ontario Energy supply market, the following other scenarios also must be supported with respect to any charges relating to electricity:



- In circumstances where billing is consolidated by *EnWin* as distributor (i.e., “Distribution Consolidated Billing” or “DCB”), *EnWin* will be billing the customer on behalf of the retailer.
- In circumstances where billing is consolidated by retailer (i.e., “Retailer Consolidated Billing” or “RCB”), retailer bills the customer on behalf of *EnWin*.

EnWin Rates

Please view the following links for information about *EnWin* and WUC rate structure:

Residential: <http://www.EnWin.com/customerservice/residential/rates.cfm>

Commercial: <http://www.EnWin.com/customerservice/business/rates.cfm>

WUC: <http://www.wuc.on.ca/customerservice/rates.cfm>

The OEB’s regulated TOU rates must be supported and implemented as part of the proposed CIS system, and Respondents are requested to indicate how they would propose to do so.

Please refer to the following OEB link for information about the TOU pricing:

<http://www.ontarioenergyboard.ca/OEB/Consumers/Electricity/Electricity+Prices#tou>

The new receivables to an account must also post to a sub-ledger in the new CIS system, based on pre-defined account determination to later be summarized and transferred to the General Ledger (SAP ECC 6.0 Finance module) daily.

The new CIS system must provide standard, proven integration between the CIS sub-ledger and the SAP ECC 6.0 Finance General Ledger for daily reconciliation.

Billing Exceptions

The “Billing Exceptions” activity covers the error handling processes for nightly batch billing and invoicing, individual billing/invoicing process, billing and invoicing exception, and cancel and re-bill of charges originating in the new and/or legacy CIS.



Cancel/Re-bill Charges

There are different scenarios that result in the cancel/rebill process. The new CIS must support this process and retain a history to identify the customers who are affected, and when these transactions/processes were done.

Leak, Stopped and Theft - Meter Adjustments

In the event that an electric or water meter has stopped or has malfunctioned, or that theft or other loss or destruction is discovered, *EnWin* typically calculates the lost consumption and bills the customer. The new CIS system must provide the ability for a limited number of users to enter this lost consumption amount as it will need to be included in billing.

In the event that there is a water leak, *EnWin* may reduce the waste water charges.

Bill Printing

EnWin sends customer invoices (printed bills) on a monthly basis. All electric, water and waste water consumption, and all other applicable charges appear on the same bill.

EnWin Utilities currently offers customers the option to view and pay monthly bills online using epostTM. epostTM is the online mail delivery service for Canada Post. Respondents should specify if their solution would keep or replace epostTM.

EnWin uses the following software to perform sorting (for postal incentive purposes), printing and storing of the PDF bill:

- StreetSweeper - This software is used to add Canada Post containerization details to each bill, and sort the entire batch of bills in postal walk route order.
- Formscape – This is an application that is used to take input from various sources, transform the input, present the input, and re-distribute it in multiple ways.
- DocsOnline – This is a data warehouse module of Formscape that allows storage of created documents, for later retrieval. CSRs can currently hyperlink to these documents from within the current CIS system.

EnWin would like the option of including ad-hoc messages on bills for customers under various conditions. An example would be for customers for whom unusual charges are



billed in a given billing period. Respondents should explain if their system has these capabilities and which software described above will be used or which will be eliminated.

Bill Layout Requirements

EnWin intends to minimize changes to its bill layout. Minor changes may be unavoidable, but generally, the presentation layout should not be re-engineered. Any changes must meet electric regulatory requirements covered under O.Reg 275/04 which require very specific forms of information to be displayed.

Taxes

The new CIS system must allow for a customer to be identified as tax eligible or tax-exempt. For those customers who are not tax-exempt, the province of Ontario applies 13% HST to all residential and commercial customers for some services. Currently, there is no tax on water or sewer charges.

The new CIS system should also allow for taxes to be prorated in the event of a change in the sales tax rate.

Equal Payment Plan

Equal Payment Plan (the "EPP") is offered by *EnWin* to its residential customers who would like to pay a pre-determined fixed monthly amount based on the monthly average of the applicable charges for a defined twelve month period preceding the date on which the EPP takes effect.

The EPP is offered to residential electric, water, and waste water services. The EPP is not available for *EnWin*'s commercial customers. *EnWin*'s residential customers who receive electricity through a retailer can enroll in the EPP for their distribution charges only. The EPP arrangements are subject to the applicable provisions of the recent amendments to the OEB distribution code (the "Customer Service Amendments" or the "CSA").

The CSA amendments require *EnWin* to review actual usage of services by all EPP customers at least once within the EPP plan year. The goal of the review is to bring the customer's EPP balance as close to zero as possible as at the end of the applicable twelve month period. This review will be done in November.



Time of Use (TOU)

Due to the regulatory requirements set by the OEB for the Smart Meter Initiatives in the Ontario market, *EnWin* will be required to bill its residential and small commercial customers based on the billing determinants received from the MDM/R being administered by the IESO.

EnWin will also use its own MDM (not yet in place) to facilitate management of exception events and reports from both Sensus Smart Metering RNI and MDM/R, to store the hourly meter readings and to also act as a medium to exchange data from the IESO MDM/R to the proposed new CIS system and between the Sensus RNI and the proposed new CIS system.

The IESO requires several interfaces to be created in order to couple *EnWin's* business to the IESO MDM/R. Generally the interfaces are either required to synchronize data across the various systems, or to request billing determinants. In order to achieve the integration, the distributor and the IESO have to share common data that uniquely identifies the distributor and its customers. The distributor is first given a distributor id, which is used to identify the distributor within the MDM/R, and each customer is also assigned Universal Service Delivery Point ("USDP"). The USDP is the backbone of the communication between the IESO and *EnWin*, as it is the common identifier for customers across both systems.

The following link will provide the detailed requirements for the integration to the IESO's MDM/R:

<http://www.smi-ieso.ca/sme-file-library>

Retail

The proposed CIS system should provide a mechanism for exchanging data for electronic business transactions ("EBTs") to and from retailers, which includes the following transactions and all their supporting validations, associated transactions and responses and all updates in CIS including financial transactions for the purpose of settlement:

- Usage ("USE"): For the Distributor Consolidated Billing ("DCB") and Retailer Consolidated Billing ("RCB") billing options, currently the usage transaction ("USE")



is triggered when the distribution contract is billed. There are several ways this can happen – via normal cycle billing, via a cancel/rebill process, or when a CSR must manually intervene in the billing process (i.e. for a stopped meter).

- Invoice Bill Ready (“IBR”): Per the EBT Standards, for customers on DCB, *EnWin* allows three business days for the retailer to send in their charges (in the form of an incoming IBR) once a USE has been sent. Currently, the incoming IBR triggers the data exchange process to receive the line items for supply and tax charges from the retailer. The incoming IBR consists of the retailer’s line item charge (supply charge), a tax line and a memo line as per the service agreement between the retailer and *EnWin*. For RCB customers, distribution charges are sent from *EnWin* to the retailer via an outbound IBR data exchange process. Currently, *EnWin*’s systems are configured to send the item charges from the distribution billing document, the OCEB item from the invoice and the Global Adjustment from the supply billing document in the IBR transaction. Under this scenario, the account receivables on the customer’s account needs to be transferred to the retailer’s settlement account.
- Invoice Settlement Detail (“ISD”): An ISD transaction is sent out to settle with the retailer on the Cost of Power and IBR charges (Retailer Charges for DCB, Distribution Charges, OCEB, Global Adjustment and any other applicable line items for RCB).
- Invoice Settlement Total (“IST”): IST contains the aggregated value by charge category of the individual ISD transactions processed in one day for each due date for each retailer. Currently, individual ISD transactions that are sent out to the retailer are stored in a custom table.
- Change of Consumer Location (“CCLR”): This transaction is sent to notify the retailer of a customer move where the customer is moving within *EnWin*’s territory and is remaining with the retailer. As per the Retail Settlement Code, section 10.2, a change in supplier or a change in location that is generated from the distributor’s system must be based on written authorization from the customer. This transaction must handle logic for multiple scenarios, such as pending drop/enroll, change in dates, overlap of dates at each location.



- Change of Consumer Information ("CCR"): This process is initiated whenever a change in customer data occurs triggering the data exchange process to send out the Change of Consumer Information to the retailer that is being used at the relevant time by a customer. For customers with pending enroll/switch requests, the CCR is also sent to the proposed new retailer to be used by the customer.
- Enroll and Drop Requests ("ERBR", "DRR"): These transactions are sent to enroll a customer (retailer to distributor) or to drop a customer (can be initiated by either the retailer or the distributor). These requests must be validated against a variety of conditions such as arrears, pending enroll, next meter read date.
- Status Advice ("SA"): There are different types of status advice and different rules for sending or receiving them. These include such transactions as New Effective Date ("NED"), Notice of Pending Switch ("NPS"), Contest Periods Won and Loss ("CPO-Won", "CPO-Lost"), Terminate Transfer Request ("TTR"), Change Consumer Location ("SA-CCLR").
- Change of Billing Option ("CBOR"): This transaction is sent when a retailer decides to change its customer's billing option.
- Historical Usage Request ("HUR"): This transaction is sent by the retailer to the distributor to request historical billing consumption for up to 24 months for that customer at that premise. *EnWin* must provide a minimum of 12 months history. The only exception is if the customer has been at the premise for less than the requested time, the response only contains the available history.
- Historical Payment Request ("HPR"): This transaction is sent by the retailer to the distributor to request the historical payment information for the past 24 months for that customer at that premise. We must provide a minimum of 12 months history. The only exception is if the customer has been at the premise for less than the requested time, in which case the response only contains the available history.
- Net System Load Shape ("NSLS"): One NSLS transaction is sent to each retailer that is operating within *EnWin*'s service territory, whether that retailer has customers with *EnWin* or not. This needs to occur whenever a new NSLS is loaded or calculated in the CIS system (usually each business day).



- Retailer Invoice ("MPI" - Market Participant Invoice): The number of various transactions and customers are counted and the associated charges are reported to the retailers through the system used for EBTs.

Since EBTs can be complex, the Respondent should describe any prior experience in supplying and supporting systems used for EBTs in the Ontario market, including conversion strategies in dealing with pending transactions at cutover.

FIT

The proposed new CIS solution must provide the ability to bill, report and settle on FIT/microFIT Generation accounts according to current regulations and requirements of all interested parties (IESO, OEB, Ontario Power Authority ("OPA"), Ministry of Finance etc).

This includes many factors, a few examples of which are: contract price, nameplate capacity, over-generation, negative HOEP, peak performance factors, installation set-up (in-series or parallel), fuel type, pending contract, escalation pricing, meter type.

FIT/microFIT reporting includes items such as: generation/consumption values and calculations (dollars/kWh/kW), all generation (including generation without completed contract) also with ability to summarize or breakdown data as required (on/off peak, hourly, by customer, by fuel type etc).

More detailed information about the applicable OPA requirements can be found at <http://fit.powerauthority.on.ca/>.



6. Credit & Collections

EnWin uses collection processes, based on Ontario regulatory rules, to contact their customers in a timely and appropriate manner when receivables become overdue. In the case where customers have not acted on the outstanding amounts despite reminders, *EnWin* takes firm action through their severance process to collect the unpaid amounts. Uncollected debt, either after severance or for a final bill, is sent to a collection agency through automated interfaces. After one year, uncollected water and waste water debt is recalled from the collection agency and transferred to the City of Windsor for lien processing against the property owner. *EnWin* will also write off bad debt based on business rules.

Bankruptcy

The guiding principle for the bankruptcy process is to provide a flexible solution that will allow *EnWin* to process, report and identify all transactions created through this process. Bankruptcy is a process that is more driven by the business rules and policies. There are some types of businesses that are legally not allowed to file for bankruptcy e.g. banks, insurance companies, trust or loan companies and railways. *EnWin's* policies and procedures will be the key drivers of this process and the proposed solution is expected to be able to incorporate these procedures.

Account Adjustment

Account adjustments are mostly transactions outside the mainstream processes of billing payments and dunning. Some of these processes are exceptions that arise from the mainstream processes, e.g. returns and refunds are exceptions from payments. These are items that will be posted manually in the sub ledger.

At the end of the day, all adjustment transactions together with other transactions that occurred in the sub ledger will be summarized and transferred to the general ledger (in the SAP ECC 6.0 financial module) as part of the batch process.

The following processes are in scope as part of account adjustments:

- Instalment plans and deferral
- Miscellaneous postings



- Interest
- Late payment charge
- Creditworthiness
- Reset clearing
- Account maintenance
- Reversal
- Returns
- Transfer items
- Refunds
- Cheque management
- Collection agency submission
- Write off
- Processing locks
- Clearing restrictions

Security Deposits

Security deposits are requested from customers who request a provision of service from *EnWin* in various scenarios, including as set out below. Security deposits are paid either as cash or non-cash and are collected for electric and water service separately. In the case of electricity, the circumstances in which security deposits are required and the management of security deposits are governed by the applicable provisions of the Customer Service Amendments.

EnWin requests security deposits in the following scenarios:

- Move-in for new service
- Collection process has been undertaken for either residential or non-residential customer
- Charges have been brought against the customer for theft of energy or fraud



7. Contract Accounting

A sub ledger within the new CIS system would record all customer related financial transactions; the new CIS solution should be integrated with the SAP ECC 6.0 system so as to provide a mechanism for all *EnWin*'s customer-related financial transactions posted in the sub ledger to be summarized, processed and posted in SAP ECC 6.0 Financials which is the core financial system being used by *EnWin*.

These postings need to reflect the correct company whose service is being billed. There will be three receivable accounts (A/R G/L Accounts) defined for *EnWin*, based on three separate company codes assigned to three business divisions within *EnWin*, or for which *EnWin* is responsible, that may own receivables: EWU1- Electricity and Waste water, EWE1- Pole Rentals (for sentinel lights) and WUC1 – Water.

Payment Processing

EnWin has multiple ways of receiving customer payments. Some are received electronically through various interfaces with third party systems including: bank files, Symcor Lockbox which includes post-dated cheques, and Paymentus. These payments are applied to customer's accounts as per defined payment clearing rules. *EnWin* also accepts payments in person which can include cash payments.

Automatic Payment Plan (APP) is offered for customers who want their payments to be automatically withdrawn from their bank accounts. An interface file of these pre-authorized payments is sent daily to the bank.



Transaction Volumes

Annually, the combined transactional volumes for electric, water and waste water services (based on statistics compiled for the 2010 calendar year) are approximately:

Attribute	Current Approximate Volume / Amount
Total Customers Managed	85,000
Residential Customer Accounts	81,000
Commercial Customer Accounts	12,000
Meters Read per Month (incl. intervals, estimates)	316,500
Interval Meters	300
Bills Produced Annually	1,120,000
Payments Processed Annually	1,090,000
Customer Calls Annually	160,000
Service Orders Annually	61,000 per premise & 185,000 per service pt
Credit Notices Annually	123,000
Total Revenue (in thousands) Annually	400,000
Number of Internal Users	225

Technical Scope of the Project

EnWin has not yet determined if they will host and support the CIS internally or outsource the hosting and support to a 3rd party.

Respondents are encouraged to provide information in their response for both options.



APPENDIX C – TERMS AND CONDITIONS

Respondents are required to adhere to the following terms and conditions in addition to all other terms and conditions of this RFI (including as set out in section 1.2 of this RFI).

1. Confidentiality

The information in this document is confidential business information of *EnWin*. Respondents are required to use such information solely for purposes of responding to this RFI, and to take all reasonable measures to protect such information from any unauthorized disclosure or use. Dissemination or disclosure of the information must be controlled by the Respondent, and must be limited to the Respondent's senior employees who require the information to enable the Respondent to prepare a response, its professional advisors and only those parties (including subcontractors) proposed to be used by Respondent to assist the Respondent to provide a proposed CIS solution and who are needed to assist in responding to *EnWin*, provided that in all cases, such persons are required by contract with the Respondent to maintain the confidentiality requirements set forth in this RFI.

Any responses from *EnWin* to any Respondent's request for clarification or supplementary information, whether oral or written, or any other information provided by *EnWin* in connection with this RFI process, are subject to the same confidentiality requirements as set forth above.

Upon request by *EnWin*, Respondent will return any copies of this RFI or other written materials provided to the Respondent in connection with this RFI.

By including any personal information as part of any response to this RFI (including information about the qualifications or experience of any personnel of Respondent or any subcontractor), Respondent represents and warrants to *EnWin* that it has obtained all necessary consents to provide such information to *EnWin*, and to allow *EnWin* to use the same in connection with its evaluation of responses to this RFI, and any decisions to be made by *EnWin* arising from this RFI.



2. Expenses

Any costs or expenses incurred by the Respondent in preparing and providing a response to this RFI, or otherwise arising from this RFI, are the sole responsibility of the Respondent's organization. Without limiting the foregoing, should the Respondent be asked to provide further information as a result of the response to RFI, the costs and expenses associated with that process will similarly be the sole responsibility of the Respondent.

3. Ability of the Respondent

Respondent's responses should clearly state the ability of the Respondent's organization and any other organization whom the Respondent would propose to provide any products or services referred to in this RFI, including any of Respondent's subcontractors, to satisfy the requirements defined within this document. All key members of the Respondent's organization and of any other party, including any subcontractors, should be identified and the relationship of the members summarized.

4. Verification of Respondent's Financial Situation

EnWin shall be entitled to verify a Respondent's credit and financial situation at any time or times following the Respondent's submission of a response to the RFI. Respondent will sign and deliver documentation reasonably requested by *EnWin* to consent and authorize credit and financial information to be provided.

5. Acceptance, Rejection or Termination

In the event that references are requested, *EnWin* intends and reserves the right to:

- Verify with any Respondent or with a third party any information contained in or submitted as part of the Respondent's submission
- Check references other than those provided by the Respondent



- Adjust a Respondent's evaluation or refuse to review a submission made in response to this RFI, on the basis of information provided by references, whether or not such references were provided by the Respondent

EnWin, at its sole discretion, reserves the right to refuse to review any and all responses to RFI and is under no obligation to disclose the reason for its decision. The existence of this RFI shall not in any way obligate *EnWin* to take any action or decision regarding any response submitted by a Respondent to this RFI. Any action or decision taken by *EnWin* is final and is not subject to any form of contestation or review.

EnWin fully reserves the right to terminate the RFI process at any time. In accordance with section 1.2 of the RFI, *EnWin* is not obligated to proceed with a RFP for a new CIS solution or to take any other action or to refrain from taking any other action based on the responses received to this RFI.

6. Ownership, Confidentiality & Non-Disclosure of Submissions

Documents submitted in response to this RFI will become the property of *EnWin*.

EnWin will maintain the confidentiality of any information that is expressly identified by the Respondent as confidential, or that *EnWin* reasonably believes is confidential (such as information concerning any pricing model or reference information), and *EnWin* will not disclose such information except to its own employees and professional advisors for use with respect to this RFI and any subsequent procurement to be undertaken by *EnWin* (including through an RFP process), and except where required to do so by law or under MFIPPA or other similar legislation to which *EnWin* is subject. Confidential information of the Respondent will not include any information that is or comes into the possession of *EnWin* other than by disclosure by the Respondent to *EnWin* in response to this RFI, any information which is publicly known, or any information independently developed or obtained by *EnWin*.



7. Withdrawal of Submissions

Submissions may only be withdrawn by written notice received by *EnWin* prior to the closing date/time. A submission may also be withdrawn in person by a Respondent or the authorized representative of the Respondent provided his/her identity is confirmed and such person signs a receipt for the returned submission.

8. Amending of Submissions

A Respondent must submit an amended submission before the deadline for receipt of submissions and must be sent in the same manner as the original submission. Such amended submissions must be complete replacements of a previous submission and must be clearly identified as such. *EnWin* will not merge, collate, or assemble submitted materials.

9. Communication

EnWin is committed to maintaining the highest level of integrity concerning business performance relative to this RFI and review process. Accordingly, Respondents, as well as their agents, liaisons, advocates, representatives or others promoting their position, are limited to contacting the *EnWin* representative specified in this RFI. Unauthorized contact with any other *EnWin* employee and/or those individuals having influence on the participants, direct or indirect, whether the contact is oral or written, formal or informal, outside of this process, regarding this project, is strictly prohibited. Any attempt to influence the outcome of this process outside of the process described herein may be grounds for *EnWin* to refuse to review any submission.

Any questions submitted to *EnWin* and to which *EnWin* elects to respond along with *EnWin's* responses will be communicated via email by *EnWin* to all participating Respondents by the times and in the manner set out in sections 3.2 and 3.3 of this RFI.

10. Exclusion of Liability

EnWin, and *EnWin's* officers, employees, agents, contractors, successors and assigns, shall not be liable to the Respondent or the Respondent's personnel for any and all claims, demands, expenses, actions, losses, costs, liability, damages, causes of action,



howsoever caused or arising from this RFI or in any way related to this RFI, or the Respondent's response to this RFI, and without limiting the foregoing, will not be liable for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, incurred by any person, entity or organization, howsoever caused or arising out of or in any way related to the RFI or the Respondent's response to this RFI.

11. Governing Law

All matters arising from this RFI and the Respondent's response shall be governed by the laws of Ontario and Canada, and the Respondent shall comply with all applicable laws of Ontario and Canada.

7121458.7

CIS & TOU Update EnWin Board of Directors

July 11, 2012

- EnWin pursued 3 sub-processes to select a preferred CIS replacement and TOU implementation:
 1. Comprehensive ERP Selection Process
 - Deloitte Consulting was selected to implement a SAP ECC & CIS System
 - Phase One (ECC) completed in May 2010
 - Phase Two (CIS+TOU) Blueprint completed in April 2011
 2. SAP Template Fit/Gap Analysis
 - Hydro One (HONI), London Hydro and BlueWater Power
 - Best Option: HONI
 3. CIS & TOU Request for Information (RFI)
 - 9 proposals received from a total of 8 vendors
 - Best Options: NorthStar and ERTTH
 - FIT/Gap Analysis conducted for NorthStar/ERTTH
- All of the options presented will provide the basic required functionality
- Points of differentiation are cost and functionality

Process Update

Filed: 2012-10-12
EB-2012-0405
Exhibit B
Tab 3
Schedule 5
Page 3 of 8

	2011				2012		
	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Blueprint CIS Process Parameters							
Pricing: SAP CIS (Deloitte)							
Fit/Gap: SAP CIS (LDC sharing)							
RFI: Other CIS Market Offerings							
Negotiate: Hydro One/SAP/HCL							
Fit/Gap: NorthStar CIS							
Negotiate: NorthStar/ERTH							

CIS/TOU Options: Cost Summary

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	Deloitte	HONI	NorthStar/ERTH
CIS Solution	SAP	SAP	NorthStar
Timeline to implement	20 mths	15 mths	15 mths
% Process Parameters Met (Functionality)	87%	92%	70%
Implementation Cost	\$26.1M	\$18.0M	\$6.7M
Incremental OM&A Costs (10yr total)	\$4.4M	(\$0.2M)	\$5.5M
TCO for 10 yrs.	\$30.5M	\$17.8M	\$12.2M

CIS/TOU Options: Implementation Cost

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¹² **PROJECT ONE** | ONE Goal
ONE Team
ONE Vision

CIS Options: TCO Impacts (10yrs)

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	Deloitte/SAP	HONI/SAP	NorthStar/ERTH
Total Implementation Cost	\$26.1M	\$18.0M	\$6.7M
CIS/TOU Launch Supplement	\$1.1M	\$1.1M	\$1.1M
On-going Incremental Staffing	\$2.3M	\$0M	\$0M
Hardware/Software Maintenance	\$0.7M	(\$1.4M)	\$2.5M
Technical Support (CIS & ODS)	\$0.3M	\$0M	\$0.6M
Software Upgrade(s)	\$0M	\$0M	\$1.4M
Total TCO Impact (10Yrs)	\$30.5M	\$17.8M	\$12.2M

Summary of Options

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	Deloitte/SAP	HONI/SAP	NorthStar/ERTH
Implementation Cost	High	High	Low
TCO	High	Moderate	Low
Impact to Service	Positive	Positive	Negative
Future Functionality	High	High	Low

- Eliminated Options:
 - Deloitte (SAP): CapEx too high; increased ongoing costs
 - HONI: CapEx too high; although ongoing costs are lowest of options
- Recommended Option:
 - NorthStar:
 - Meets minimum functionality requirements
 - Customer Service operations including web self-service
 - Regulatory compliance
 - Standard offering Includes electricity, water & wastewater
 - Resolves the critical technology risks of the legacy CIS
 - Proven Ontario mid-market CIS solution (40+ LDC's) for over 10 years
 - Veridian, Entegrus, Essex Powerlines, Cambridge
 - Lowest CapEx option
 - Highest Operating cost but lowest TCO
 - Lowest risk for proposed TOU go-live
 - Shortest timeline (along with HONI) to go-live with TOU
 - EnWin would have significant market power with vendor



May 28, 2012

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
27th Floor
Toronto, ON M4P 1E4
Attention: Mr. Brian Hewson,
Senior Manager, Networks and Smart Grid

Dear Mr. Hewson:

Re: Mandatory Time-of-Use (TOU) Pricing Status Update

EnWin received a letter from Ms. Rachel Anderson of your department on May 18, 2012 in which Board Staff inquired about EnWin's status in progressing toward implementing TOU commodity pricing by the December 1, 2012 date established by the Board in EB-2010-0367.

As the Board is aware from previous correspondence, EnWin has been exploring alternatives to its current Customer Information System (CIS), which is approaching end of life and is in need of replacement. The CIS is the billing system for all rates and charges, including TOU commodity rates. In EB-2010-0367 the Board agreed with EnWin's submission that it would not be prudent to roll-out TOU through the current CIS and then a second time through the replacement CIS.

It is now clear that EnWin will not be in a position to select a replacement CIS, implement that CIS and roll-out TOU by December 1, 2012. What is not yet clear is the date by which EnWin will be in a position to roll-out TOU commodity rates to all of its ratepayers. That date is dependent upon the outcome of the CIS procurement process, which has not yet concluded.

Once the replacement CIS is selected and the implementation timeline is known, EnWin intends to prepare and file an application for a further temporary exemption from Mandatory TOU with all due haste and, in any event, in advance of the expiry of its current exemption.

Yours very truly,
EnWin Utilities Ltd.

A handwritten signature in blue ink, reading "Andrew J. Sasso".

Per: Andrew J. Sasso
Director, Regulatory Affairs

cc: David Stevens, Aird & Berlis LLP

NEED FOR EXTENSION OF TOU IMPLEMENTATION DATE

1. Since the time that the Board granted EnWin's request for an extension of the TOU Mandatory Date to December 2012, EnWin has been working diligently to be able to implement TOU pricing as soon as reasonably possible. As explained in the previous section of the evidence, it was not advisable to transition to TOU pricing using EnWin's legacy CIS, so instead efforts have focused on identifying and procuring a cost-effective and properly functional CIS that will support TOU billing.
2. EnWin's efforts to meet the December 2012 TOU Mandatory Date were challenged by the fact that its initial efforts to procure a new CIS to complement the first phase of its new ERP system resulted in an estimated cost that was much higher than anticipated. This caused EnWin to broaden its investigations. Through a wide-ranging process, in which EnWin kept an open mind to options beyond the Comprehensive SAP ERP that was identified and approved in principle in EnWin's 2009 rate case, the utility looked at a variety of possible CIS solutions. The end result of that process was the choice of NorthStar as the CIS vendor.
3. EnWin has now contracted with NorthStar for the procurement and implementation of a new CIS, including TOU pricing. The roughly \$8M capital cost of the new CIS will be around \$18M less than EnWin's estimate of the cost of the SAP CIS that would have been procured to complement the first phase of EnWin's ERP project.
4. EnWin's choice of the NorthStar CIS was the end result of a thorough process to identify all feasible alternatives for a new CIS. While this has been a lengthy process, and has extended the time before EnWin can offer TOU pricing, it has resulted in a prudent and appropriate choice of CIS which is in the public interest, as

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

it benefits EnWin's ratepayers. The choice that has been made will result in a CIS cost that is approximately one quarter of the cost of the CIS option that was under consideration at the time when EnWin anticipated a December 2012 date for TOU implementation.

5. EnWin expects to have implemented its new CIS, including TOU pricing functionality, by April 30, 2014. EnWin will seek every opportunity to begin implementation sooner, so that some or all customers are transitioned to TOU pricing in advance of the extension date.
6. In all of these circumstances, EnWin respectfully requests an amendment to Schedule 3 of its licence, to extend the exemption from the requirement for EnWin to implement TOU pricing for RPP customers to April 30, 2014.
7. In considering this request, EnWin believes that the following items are appropriate for the Board to take into account:
 - a. EnWin has at all times worked diligently and in the best interests of ratepayers in determining a cost-effective way to achieve TOU pricing. EnWin has reasonably determined that this can only be accomplished in conjunction with a new CIS, and has undertaken a responsible process to ensure a prudent decision has been made in respect of the acquisition of a new CIS.
 - b. The path taken by EnWin to choose a new CIS has taken longer than expected, but the utility has kept the OEB informed of its progress, and has

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)

brought this Application as soon as the updated timing for TOU implementation was known.

- c. EnWin will take all reasonable steps to ensure that the implementation of TOU pricing is effected at the earliest opportunity. The utility will regularly report its progress to the OEB in this regard.
- d. There is no harm to ratepayers from delaying the implementation of the TOU pricing. That is particularly true, when one takes into account (a) EnWin's decision to avoid the duplication of costs and real risks associated with implementing TOU pricing using EnWin's legacy CIS; and (b) the ultimate benefits to ratepayers from EnWin's procurement of a cost-effective CIS.

Witnesses: Victoria Zuber (CFO), Michael Duben (VP), Phil Partington (CIO) and
Brigitte Rivest (IT)