RESPONSES TO INTERROGATORIES OF
VULNERABLE ENERGY CONSUMERS COALITION
EB-2008-0227

LIST OF ATTACHMENTS

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VECC_IRR_ 2A

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #2A

Reconciliation of Amounts in Audited Financial Statements and Amounts shown at Exh4/Tab2/Sch4 p6:

	WUC	Energy	City	Notes
Total Costs Allocated	8,316,667	246,285	1,647,024	(1)
Add: amounts under Maxess		422,225		(2)
Add: Use of CIS asset charge	297,096	26,640	375,935	
Add: Street Lighting Maintenance			754,707	
Amounts per financial statements	8,613,763	695,150	2,777,666	(3)

(1) amounts per Figure 4-2-4 D

(2) Amounts included under Energy as Maxess was a subsidiary company under the parent Energy. Audited financial statements of Energy include Maxess.

(3) Agrees to amounts reported in the notes to audited financial statements. Amounts shown in audited financial statements are in '000's of dollars and rounded to the nearest thousand.

VECC_IRR_ 2B

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #2B

The 2007 Service Schedules that support the 2007 Services is shown below, by affiliate

	WUC $'s	City $'s	EWE (includes Maxess) $'s
Administration	1,718,255	207,476	80,464
Corporate Communications	114,840	10,134	12,767
Customer Service and Billing	1,131,728	921,686	4,371
Employee Future Benefits	470,267	98,163	40,962
Finance	518,792	25,782	82,071
Fleet Management	387,511	4,267	2,043
Human Resources	254,949	21,665	44,788
Information Technology Support	1,153,832	114,739	258,845
Meter Reading	569,692	-	-
Purchasing and Inventory Management	195,409	15,699	14,368
Site Services	374,512	60,346	38,359
Operating Costs	6,889,787	1,479,957	579,038
Depreciation and Interest	682,042	68,930	46,792
Return on Assets	744,837	98,136	42,680
CIS asset charge	297,096	375,935	26,640
Total MSA fees for 2007	8,613,763	2,022,959	695,150

VECC_IRR _3

Residential - 100 kWh	2008 Bill				2009 Bill			Impact	
	Metric	Volume	Rate	Charge	Volume	Rate	Charge	$	%
Monthly Service Charge				$8.66			$13.45		
Distribution	kWh	100	$0.0211	$2.11	100	$0.0189	$1.89		
Sub Total Distribution				$10.77			$15.34	**$4.57**	**42.4%**
Deferral/Variance	kWh				100	$0.0001	$0.01		
LRAM/SSM Rate Rider	kWh				100	$0.0003	$0.03		
Transmission - Network	kWh	104	$0.0051	$0.53	104	$0.0057	$0.59		
Transmission - Line & Transf. Connection	kWh	104	$0.0039	$0.41	104	$0.0041	$0.43		
Delivery Line				**$11.71**			**$16.40**	**$4.69**	**40.1%**
Commodity	kWh	104	RPP-summer	**$13.00**	104	RPP-summer	**$12.95**		
Regulatory	kWh	104		**$0.89**	104		**$0.89**		
Debt Retirement	kWh	100	$ 0.007	**$0.70**	100	$ 0.007	**$0.70**		
GST				**$1.31**			**$1.55**		
TOTAL BILL				**$27.61**			**$32.49**	**$4.87**	**17.6%**

Residential - 250 kWh	2008 Bill				2009 Bill			Impact	
	Metric	Volume	Rate	Charge	Volume	Rate	Charge	$	%
Monthly Service Charge				$8.66			$13.45		
Distribution	kWh	250	$0.0211	$5.28	250	$0.0189	$4.73		
Sub Total Distribution				$13.94			$18.18	**$4.24**	**30.4%**
Deferral/Variance	kWh				250	$0.0001	$0.03		
LRAM/SSM Rate Rider	kWh				250	$0.0003	$0.08		
Transmission - Network	kWh	260	$0.0051	$1.32	259	$0.0057	$1.48		
Transmission - Line & Transf. Connection	kWh	260	$0.0039	$1.01	259	$0.0041	$1.06		
Delivery Line				**$16.27**			**$20.82**	**$4.54**	**27.9%**
Commodity	kWh	260	RPP-summer	**$13.00**	259	RPP-summer	**$12.95**		
Regulatory	kWh	260		**$1.86**	259		**$1.86**		
Debt Retirement	kWh	250	$ 0.007	**$1.75**	250	$ 0.007	**$1.75**		
GST				**$1.64**			**$1.87**		
TOTAL BILL				**$34.53**			**$39.24**	**$4.72**	**13.7%**

Residential - 500 kWh	**2008 Bill**				**2009 Bill**			**Impact**	
	Metric	**Volume**	**Rate**	**Charge**	**Volume**	**Rate**	**Charge**	**$**	**%**
Monthly Service Charge				$8.66			$13.45		
Distribution	kWh	500	$0.0211	$10.55	500	$0.0189	$9.45		
Sub Total Distribution				$19.21			$22.90	**$3.69**	**19.2%**
Deferral/Variance	kWh				500	$0.0001	$0.05		
LRAM/SSM Rate Rider	kWh				500	$0.0003	$0.15		
Transmission - Network	kWh	520	$0.0051	$2.65	519	$0.0057	$2.96		
Transmission - Line & Transf. Connection	kWh	520	$0.0039	$2.03	519	$0.0041	$2.13		
Delivery Line				**$23.89**			**$28.18**	**$4.30**	**18.0%**
Commodity	kWh	520	RPP-summer	**$26.00**	519	RPP-summer	**$25.95**		
Regulatory	kWh	520		**$3.47**	519		**$3.47**		
Debt Retirement	kWh	500	$ 0.007	**$3.50**	500	$ 0.007	**$3.50**		
GST				**$2.84**			**$3.06**		
TOTAL BILL				**$59.70**			**$64.16**	**$4.46**	**7.5%**

Residential - 750 kWh	2008 Bill				2009 Bill			Impact	
	Metric	Volume	Rate	Charge	Volume	Rate	Charge	$	%
Monthly Service Charge				$8.66			$13.45		
Distribution	kWh	750	$0.0211	$15.83	750	$0.0189	$14.18		
Sub Total Distribution				$24.49			$27.63	**$3.14**	**12.8%**
Deferral/Variance	kWh				750	$0.0001	$0.08		
LRAM/SSM Rate Rider	kWh				750	$0.0003	$0.23		
Transmission - Network	kWh	779	$0.0051	$3.97	778	$0.0057	$4.44		
Transmission - Line & Transf. Connection	kWh	779	$0.0039	$3.04	778	$0.0041	$3.19		
Delivery Line				**$31.50**			**$35.55**	**$4.05**	**12.9%**
Commodity	kWh	779	RPP-summer	**$40.56**	778	RPP-summer	**$40.48**		
Regulatory	kWh	779		**$5.08**	778		**$5.08**		
Debt Retirement	kWh	750	$ 0.007	**$5.25**	750	$ 0.007	**$5.25**		
GST				**$4.12**			**$4.32**		
TOTAL BILL				**$86.51**			**$90.68**	**$4.17**	**4.8%**

Residential - 1,000 kWh	**2008 Bill**				**2009 Bill**			**Impact**	
	Metric	**Volume**	**Rate**	**Charge**	**Volume**	**Rate**	**Charge**	**$**	**%**
Monthly Service Charge				$8.66			$13.45		
Distribution	kWh	1,000	$0.0211	$21.10	1,000	$0.0189	$18.90		
Sub Total Distribution				$29.76			$32.35	**$2.59**	**8.7%**
Deferral/Variance	kWh				1,000	$0.0001	$0.10		
LRAM/SSM Rate Rider	kWh				1,000	$0.0003	$0.30		
Transmission - Network	kWh	1,039	$0.0051	$5.30	1,038	$0.0057	$5.91		
Transmission - Line & Transf. Connection	kWh	1,039	$0.0039	$4.05	1,038	$0.0041	$4.25		
Delivery Line				**$39.11**			**$42.92**	**$3.81**	**9.7%**
Commodity	kWh	1,039	RPP-summer	**$55.90**	1,038	RPP-summer	**$55.82**		
Regulatory	kWh	1,039		**$6.69**	1,038		**$6.68**		
Debt Retirement	kWh	1,000	$ 0.007	**$7.00**	1,000	$ 0.007	**$7.00**		
GST				**$5.44**			**$5.62**		
TOTAL BILL				**$114.14**			**$118.05**	**$3.91**	**3.4%**

VECC_IRR _4E

	2008			2007			2006			2004/2005	
	Service Level	Calls Offered	Calls Answered	Service Level	Calls Offered	Calls Answered	Service Level	Calls Offered	Calls Answered	Calls Offered	Calls Answered
January	76.69%	15633	15142	43.15%	16976	14869	64.82%	13038	12507	9849	9528
February	80.15%	12786	12530	45.75%	15573	13484	70.56%	10736	10434	8400	8221
March	80.37%	11537	11193	60.77%	15156	14158	72.18%	12937	12558	10029	9721
April	73.23%	14567	13979	76.73%	14069	13617	65.74%	13968	13442	10944	10685
May	78.99%	14348	13898	85.22%	14585	14245	60.00%	16160	15404	10402	10211
June	89.57%	13163	12974	81.52%	13805	13361	42.60%	15815	14282	9282	9158
July	79.46%	14523	13902	70.29%	14434	13692	30.01%	16364	12903	11708	11371
August	65.41%	14117	13345	64.44%	17169	16164	30.81%	18381	15176	14097	13734
September	73.56%	15017	14437	73.53%	14723	14169	47.44%	17278	15237	13786	13327
October	75.80%	14941	14377	76.78%	15921	15491	40.54%	17255	14930	11831	11348
November	79.09%	11997	11699	73.07%	15400	14694	49.35%	15999	14259	13138	12392.5
December											
TOTAL	77.49%	152629	147476	68.30%	167811	157944	52.19%	167931	151132	123464	119694
Lost Calls	3.38%	5153		5.88%	9867		10.00%	16799		3.05%	3770

	YTD Calls Off'd	YTD Calls Ans'd	% increase/ decrease in Calls Ans'd
Increase/Decrease in volume from 2006 to 2008	-15302	-3656	-2.48%
Increase/Decrease in volume from 2007 to 2008	-15182	-10468	-7.10%
Change in Service Level	9.20%		

VECC_IRR_5B

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #5B

Description	Actual Additions 2005	Actual Additions 2006	Actual Additions 2007	Bridge 2008	Test 2009	Average over 5 years
Externally Driven	1,894,124	1,541,160	1,316,077	2,489,223	2,876,747	2,023,466
New Services	1,752,389	1,459,259	990,227	2,429,849	2,424,867	1,811,318
IESO Wholesale Meters	141,736	81,901	325,850	59,374	451,880	212,148
Operations Sustainability	5,070,032	4,469,741	5,327,625	7,292,656	6,788,648	5,789,740
4kV Voltage Conversion Program	3,970,099	3,909,260	4,693,458	5,363,204	4,938,648	4,574,934
27.6kV Pole Replacement Program	60,858	65,357	17,463	50,000	850,000	208,736
Subdivision Re-Cabling			0	684,300	400,000	216,860
Emergency Replacement Program	817,783	294,848	402,825	235,000	235,000	397,091
PCB Contaminated Transformer Replacement Program		94,058	19,946	32,000	0	29,201
Manhole Reconstruction/Reinforcement Program		30,302	0	87,708	200,000	63,602
Replacement of End-of-Life Equipment on Customer Property			0	651,944	0	130,389
Other Distribution Plant	221,290	75,916	193,934	188,500	165,000	168,928
Operations Enhancement	614,745	106,960	592,224	582,378	603,675	499,996
Padmounted Switchgear Replacements	0	0	0	107,240	150,000	51,448
Pole-Top Recloser Program	543,347	0	372,067	0	0	183,083
Single-Phase Line Protection	24,077	13,507	0	15,000	15,000	13,517
SCADA Improvements	47,320	5,500	220,157	104,711	272,175	129,973
Transformer Station Upgrades		87,953	0	355,427	166,500	121,976
Operations Total	7,578,901	6,117,861	7,235,927	10,364,257	10,269,070	8,313,203
Sustainability	-	-	398,820	1,079,724	1,055,205	506,750
Information Technology	0	0	86,806	291,924	490,655	173,877
Site Services	0	0	215,779	604,000	439,700	251,896
Fleet Support	0	0	14,634	27,500	67,000	21,827
Other	0	0	81,601	156,300	57,850	59,150
Enhancements	-	-	-	1,161,370	659,160	364,106
Customer Service	0	0	0	679,925	659,160	267,817
Fleet Operations	0	0	0	181,445	0	36,289
Financial Reporting Software	0	0	0	300,000	0	60,000
ERP Systems	-	-	-	-	7,250,445	1,450,089
Comprehensive ERP	0	0	0	0	7,250,445	1,450,089
Administration Total	-	-	398,820	2,241,094	8,964,810	2,320,945
GRAND TOTAL	7,578,901	6,117,861	7,634,747	12,605,351	19,233,880	10,634,148

VECC_IRR _7D

Tangible Benefits

Business Process	Value Drivers	One Time		Annual	
		Conservative	Likely	Conservative	Likely
Customer Information System	Improved Customer Service Productivity			$ 202,800	$ 405,600
	Subtotal			$ 202,800	$ 405,600
Maintenance & Asset Management	Reduced Inventory Levels (One-time)	$ 58,760	$ 88,140		
	Reduced Inventory Carrying Costs (Annual)			$ 4,113	$ 6,170
	Subtotal	$ 58,760	$ 88,140	$ 4,113	$ 6,170
Procurement	Reduced Cost of Direct Material Purchases			$ 720,000	$ 1,200,000
	Improved Procurement Efficiency			$ 13,838	$ 27,675
	Subtotal			$ 733,838	$ 1,227,675
Finance	Productivity Improvements due to Integrated Financial Reporting and Analytics			$ 26,250	$ 54,000
	Subtotal			$ 26,250	$ 54,000
HCM / Work Management	Improved Field Service Productivity			$ 441,000	$ 931,000
	Subtotal			$ 441,000	$ 931,000
Information Technology (Integration)	Reduced IT Support Costs & Application Development Cost			$ 150,000	$ 300,000
	Reduced Legacy Software Maintanence Costs			$ 500,000	$ 500,000
	Avoided Legacy Software Upgrade Costs	$ 2,300,000	$ 2,700,000		
	Subtotal	$ 2,300,000	$ 2,700,000	$ 650,000	$ 800,000
TOTAL		$ 2,358,760	$ 2,788,140	$ 2,058,001	$ 3,424,445

VECC_IRR_7E

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #7E

ERP Forecast of Revenue Requirement
From 2009 - 2013

Distribution Revenue Requirement:

2009	-$ 523,834
2010	$ 344,565
2011	$ 2,842,679
2012	$ 5,179,088
2013	$ 5,092,142
Total	**$ 12,934,639**

ERP Revenue Requirement Analysis

	Year end Dec 31, 2009		Calculation
ERP Expenses			
Incremental Operating Expense		130,000	A
Depreciation Expense		525,000	B
		655,000	C=A+B
Caculated Return on Rate Base			
ERP Fixed Asset Net Book Value	6,725,445		D
Net Fixed Assets (average of ERP Fixed Assets opening and closing 2009 NBV)	3,362,723		E=D/2
Working Capital Allowance	19,500		F=A*15%
Total Rate Base	3,382,223		G=E+F
Long Term Debt Costs - Weighted Debt rate	6.77%	128,227	H=G*56%*5.5%
Short Term Debt Costs	4.47%	6,047	I=G*4%*5.5%
Return on Equity	8.57%	115,943	J=G*40%*8.39%
Return on Rate Base		250,217	K=H+I+J
Revenue Requirement before PILs		905,217	L=C+K
Calculation of Income for PILs purposes			
Incremental Operating Expense		130,000	A
Depreciation Expense		525,000	B
Interest Expense		134,274	M=H+I
Income for PILs purposes		115,943	N=L-A-B-M
Grossed up PILs			O= see below
Revenue Requirement before PILs		905,217	P=L
Grossed up PILS		- 1,429,051	Q=O
2009 Revenue Requirement for ERP		- 523,834	R=P+Q

Income Tax		
Net Income		115,943
Amortization		525,000
CCA = Class 50 (55%) Computer Hardware	-	63,739
CCA = Class 12 (100%) Computer Software	-	3,509,334
Change in Taxable Income		
Revised Taxable Income	-	2,932,130
Tax Rate		33.00%
Income Taxes Payable	-	967,603
Ontario Capital tax		
Computer Hardware		226,778
Computer Software		6,498,667
Rate Base		6,725,445
Less: Exemption		0
Deemed Taxable Capital		6,725,445
Ontario Capital Tax Rate		0.23%
Net OCT Amount		15,132

	PILs payable	Gross Up	Grossed up PILs
Change in Income Taxes Payable	- 967,603	33.00%	- 1,444,183
Change in OCT	15,132		15,132
PILs	- 952,471	0	- 1,429,051

2009 Fixed Assets and Depreciation		
Fixed Asset Additions	231,778	Computer Hardware
	7,018,667	Computer Software
	7,250,445	
Depreciation	5,000	Computer Hardware
	520,000	Computer Software
	525,000	
Closing Fixed Assets	226,778	Computer Hardware
	6,498,667	Computer Software
	6,725,445	
2009 Capital Cost Allowance		
Additions	231,778	CCA Class 50 (55%) Computer Hardware
CCA in year	- 63,739	
UCC Dec 31/09	168,039	
Additions	7,018,667	CCA Class 12 (100%) Computer Software
CCA in year	- 3,509,334	
UCC Dec 31/09	3,509,334	

ERP Revenue Requirement Analysis

	Year end Dec 31, 2010		Calculation
ERP Expenses			
Incremental Operating Expense			A
Depreciation Expense		2,329,022	B
		2,329,022	C=A+B
Caculated Return on Rate Base			
ERP Fixed Asset Net Book Value	13,185,756		D
Net Fixed Assets (average of ERP Fixed Assets opening and closing 2010 NBV)	9,955,600		E=D/2
Working Capital Allowance	-		F=A*15%
Total Rate Base	9,955,600		G=E+F
Long Term Debt Costs - Weighted Debt rate	6.77%	377,437	H=G*56%*5.5%
Short Term Debt Costs	4.47%	17,801	I=G*4%*5.5%
Return on Equity	8.57%	341,278	J=G*40%*8.39%
Return on Rate Base		736,515	K=H+I+J
Revenue Requirement before PILs		3,065,538	L=C+K
Calculation of Income for PILs purposes			
Incremental Operating Expense		-	A
Depreciation Expense		2,329,022	B
Interest Expense		395,237	M=H+I
Income for PILs purposes		341,278	N=L-A-B-M
Grossed up PILs			O= see below
Revenue Requirement before PILs		3,065,538	P=L
Grossed up PILS		-2,720,972	Q=O
2010 Revenue Requirement for ERP		344,565	R=P+Q

Income Tax	
Net Income	341,278
Amortization	2,329,022
CCA = Class 50 (55%) Computer Hardware	- 3,860,267
CCA = Class 12 (100%) Computer Software	- 4,394,667
Change in Taxable Income	
Revised Taxable Income	- 5,584,633
Tax Rate	33.00%
Income Taxes Payable	- 1,842,929
Ontario Capital tax	
Computer Hardware	180,422
Computer Software	13,005,333
Rate Base	13,185,756
Less: Exemption	0
Deemed Taxable Capital	13,185,756
Ontario Capital Tax Rate	0.23%
Net OCT Amount	29,668

	PILs payable	Gross Up	Grossed up PILs
Change in Income Taxes Payable	- 1,842,929	33.00%	-2,750,640.17
Change in OCT	29,668		29,668
PILs	- 1,813,261	0	- 2,720,972

2010 Fixed Assets and Depreciation		
Opening Net Fixed Assets	226,778	Computer Hardware
	6,498,667	Computer Software
Fixed Asset Additions	-	Computer Hardware
	8,789,333	Computer Software
	15,514,778	
Depreciation	46,356	Computer Hardware
	2,282,667	Computer Software
	2,329,022	
Closing Fixed Assets	180,422	Computer Hardware
	13,005,333	Computer Software
	13,185,756	
2010 Capital Cost Allowance		
UCC Jan 1/10	7,018,667	
Additions	-	CCA Class 50 (55%) Computer Hardware
CCA in year	- 3,860,267	
UCC Dec 31/10	3,158,400	
UCC Jan 1/10	-	
Additions	8,789,333	CCA Class 12 (100%) Computer Software
CCA in year	- 4,394,667	
UCC Dec 31/10	4,394,667	

ERP Revenue Requirement Analysis

		Year end Dec 31, 2011	Calculation
ERP Expenses			
Incremental Operating Expense			A
Depreciation Expense		3,207,956	B
		3,207,956	C=A+B
Caculated Return on Rate Base			
ERP Fixed Asset Net Book Value	9,977,800		D
Net Fixed Assets (average of ERP Fixed Assets opening and closing 2011 NBV)	11,581,778		E=D/2
Working Capital Allowance	-		F=A*15%
Total Rate Base	11,581,778		G=E+F
Long Term Debt Costs - Weighted Debt rate	6.77%	439,088	H=G*56%*5.5%
Short Term Debt Costs	4.47%	20,708	I=G*4%*5.5%
Return on Equity	8.57%	397,023	J=G*40%*8.39%
Return on Rate Base		856,820	K=H+I+J
Revenue Requirement before PILs		4,064,776	L=C+K
Calculation of Income for PILs purposes			
Incremental Operating Expense		-	A
Depreciation Expense		3,207,956	B
Interest Expense		459,797	M=H+I
Income for PILs purposes		397,023	N=L-A-B-M
Grossed up PILs			O= see below
Revenue Requirement before PILs		4,064,776	P=L
Grossed up PILS		-1,222,097	Q=O
2011 Revenue Requirement for ERP		2,842,679	R=P+Q

Income Tax		
Net Income		397,023
Amortization		3,207,956
CCA = Class 50 (55%) Computer Hardware	-	1,737,120
CCA = Class 12 (100%) Computer Software	-	4,394,667
Change in Taxable Income		
Revised Taxable Income	-	2,526,808
Tax Rate		33.00%
Income Taxes Payable	-	833,847
Ontario Capital tax		
Computer Hardware		134,067
Computer Software		9,843,733
Rate Base		9,977,800
Less: Exemption		0
Deemed Taxable Capital		9,977,800
Ontario Capital Tax Rate		0.23%
Net OCT Amount		22,450

		PILs payable	Gross Up		Grossed up PILs
Change in Income Taxes Payable	-	833,847	33.00%		-1,244,547.04
Change in OCT		22,450			22,450
PILs	-	811,396	0	-	1,222,097

2011 Fixed Assets and Depreciation			
Opening Net Fixed Assets		180,422	Computer Hardware
		13,005,333	Computer Software
Fixed Asset Additions			Computer Hardware
			Computer Software
		13,185,756	
Depreciation		46,356	Computer Hardware
		3,161,600	Computer Software
		3,207,956	
Closing Fixed Assets		134,067	Computer Hardware
		9,843,733	Computer Software
		9,977,800	
2011 Capital Cost Allowance			
UCC Jan 1/11		3,158,400	
Additions		-	CCA Class 50 (55%) Computer Hardware
CCA in year	-	1,737,120	
UCC Dec 31/11		1,421,280	
UCC Jan 1/11		4,394,667	
Additions		-	CCA Class 12 (100%) Computer Software
CCA in year	-	4,394,667	
UCC Dec 31/11		-	

ERP Revenue Requirement Analysis

		Year end Dec 31, 2012		Calculation
ERP Expenses				
Incremental Operating Expense				A
Depreciation Expense			3,207,956	B
			3,207,956	C=A+B
Caculated Return on Rate Base				
ERP Fixed Asset Net Book Value		6,769,845		D
Net Fixed Assets (average of ERP Fixed Assets opening and closing 2012 NBV)		8,373,822		E=D/2
Working Capital Allowance		-		F=A*15%
Total Rate Base		8,373,822		G=E+F
Long Term Debt Costs - Weighted Debt rate		6.77%	317,468	H=G*56%*5.5%
Short Term Debt Costs		4.47%	14,972	I=G*4%*5.5%
Return on Equity		8.57%	287,055	J=G*40%*8.39%
Return on Rate Base			619,495	K=H+I+J
Revenue Requirement before PILs			3,827,451	L=C+K
Calculation of Income for PILs purposes				
Incremental Operating Expense			-	A
Depreciation Expense			3,207,956	B
Interest Expense			332,441	M=H+I
Income for PILs purposes			287,055	N=L-A-B-M
Grossed up PILs				O= see below
Revenue Requirement before PILs			3,827,451	P=L
Grossed up PILS			1,351,637	Q=O
2012 Revenue Requirement for ERP			5,179,088	R=P+Q

Income Tax		
Net Income		287,055
Amortization		3,207,956
CCA = Class 50 (55%) Computer Hardware	-	781,704
CCA = Class 12 (100%) Computer Software		-
Change in Taxable Income		
Revised Taxable Income		2,713,306
Tax Rate		33.00%
Income Taxes Payable		895,391
Ontario Capital tax		
Computer Hardware		87,711
Computer Software		6,682,133
Rate Base		6,769,845
Less: Exemption		0
Deemed Taxable Capital		6,769,845
Ontario Capital Tax Rate		0.23%
Net OCT Amount		15,232

	PILs payable	Gross Up	Grossed up PILs
Change in Income Taxes Payable	895,391	33.00%	1,336,404.54
Change in OCT	15,232		15,232
PILs	910,623	0	1,351,637

2012 Fixed Assets and Depreciation		
Opening Net Fixed Assets	134,067	Computer Hardware
	9,843,733	Computer Software
Fixed Asset Additions		Computer Hardware
		Computer Software
	9,977,800	
Depreciation	46,356	Computer Hardware
	3,161,600	Computer Software
	3,207,956	
Closing Fixed Assets	87,711	Computer Hardware
	6,682,133	Computer Software
	6,769,845	

2012 Capital Cost Allowance			
UCC Jan 1/12		1,421,280	
Additions		-	CCA Class 50 (55%) Computer Hardware
CCA in year	-	781,704	
UCC Dec 31/12		639,576	
UCC Jan 1/12		-	
Additions		-	CCA Class 12 (100%) Computer Software
CCA in year		-	
UCC Dec 31/12		-	

ERP Revenue Requirement Analysis

	Year end Dec 31, 2013		Calculation
ERP Expenses			
Incremental Operating Expense			A
Depreciation Expense		3,207,956	B
		3,207,956	C=A+B
Caculated Return on Rate Base			
ERP Fixed Asset Net Book Value	3,561,889		D
Net Fixed Assets (average of ERP Fixed Assets opening and closing 2013 NBV)	5,165,867		E=D/2
Working Capital Allowance	-		F=A*15%
Total Rate Base	5,165,867		G=E+F
Long Term Debt Costs - Weighted Debt rate	6.77%	195,848	H=G*56%*5.5%
Short Term Debt Costs	4.47%	9,237	I=G*4%*5.5%
Return on Equity	8.57%	177,086	J=G*40%*8.39%
Return on Rate Base		382,171	K=H+I+J
Revenue Requirement before PILs		3,590,126	L=C+K
Calculation of Income for PILs purposes			
Incremental Operating Expense		-	A
Depreciation Expense		3,207,956	B
Interest Expense		205,085	M=H+I
Income for PILs purposes		177,086	N=L-A-B-M
Grossed up PILs			O= see below
Revenue Requirement before PILs		3,590,126	P=L
Grossed up PILS		1,502,015	Q=O
2013 Revenue Requirement for ERP		5,092,142	R=P+Q

Income Tax		
Net Income		177,086
Amortization		3,207,956
CCA = Class 50 (55%) Computer Hardware	-	351,767
CCA = Class 12 (100%) Computer Software		-
Change in Taxable Income		
Revised Taxable Income		3,033,275
Tax Rate		33.00%
Income Taxes Payable		1,000,981
Ontario Capital tax		
Computer Hardware		41,356
Computer Software		3,520,533
Rate Base		3,561,889
Less: Exemption		0
Deemed Taxable Capital		3,561,889
Ontario Capital Tax Rate		0.23%
Net OCT Amount		8,014

	PILs payable	Gross Up	Grossed up PILs
Change in Income Taxes Payable	1,000,981	33.00%	1,494,000.97
Change in OCT	8,014		8,014
PILs	1,008,995	0	1,502,015

2013 Fixed Assets and Depreciation		
Opening Net Fixed Assets	87,711	Computer Hardware
	6,682,133	Computer Software
Fixed Asset Additions		Computer Hardware
		Computer Software
	6,769,845	
Depreciation	46,356	Computer Hardware
	3,161,600	Computer Software
	3,207,956	
Closing Fixed Assets	41,356	Computer Hardware
	3,520,533	Computer Software
	3,561,889	

2013 Capital Cost Allowance			
UCC Jan 1/13		639,576	
Additions		-	CCA Class 50 (55%) Computer Hardware
CCA in year	-	351,767	
UCC Dec 31/13		287,809	
UCC Jan 1/13		-	
Additions		-	CCA Class 12 (100%) Computer Software
CCA in year		-	
UCC Dec 31/13		-	

VECC_IRR_10B

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #10B

Breakdown of transformer allowance for 2008 and 2009 by customer class:

Customer Class	**Transformer Ownership Allowances** **2008**	**2009**
Residential	-	-
General Service Less Than 50 kW	$231	$231
General Service 50 - 4,999 kW	$568,558	$558,323
General Service 3,000 to 4,999 kW - Intermediate Use	$84,088	$85,097
Large Use - Regular	$441,602	$350,632
Large Use - 3TS	$429,176	$415,443
Large Use - Ford Annex	-	-
Unmetered Scattered Load	-	-
Back-up/Standby Power	-	-
Sentinel Lighting	-	-
Street Lighting	-	-
Total Transformer Allowances	$1,523,655	$1,409,726

VECC_IRR_ 13D

Degree Days (Windsor A)			Customer Connections									
Date	HDD	CDD	Res.	GS<50	GS>50	Str. L	Sen. L	USL	Int.	LU (Reg)	LU (3TS)	LU (FA)
Jan-03	759.2	0	72,986	7,096	1,185	22,445	827	662	3	7	3	1
Feb-03	656.2	0	73,093	7,090	1,182	22,472	826	666	3	7	3	1
Mar-03	524.1	0	73,123	7,084	1,182	22,517	823	665	3	7	3	1
Apr-03	303.3	2.7	73,055	7,082	1,180	22,518	813	666	3	7	3	1
May-03	147.6	0.2	73,136	7,079	1,185	22,553	809	665	3	7	3	1
Jun-03	30.3	64.2	73,166	7,073	1,184	22,553	807	665	3	6	3	1
Jul-03	0	144.6	73,227	7,068	1,179	22,582	805	693	3	7	3	1
Aug-03	0	143.1	73,422	7,053	1,181	22,610	805	693	3	7	3	1
Sep-03	50.3	37.6	73,607	7,070	1,188	22,620	805	693	3	7	3	1
Oct-03	225.6	1	73,731	7,075	1,191	22,697	799	693	3	7	3	1
Nov-03	338.8	0	73,884	7,069	1,193	22,770	797	693	3	7	3	1
Dec-03	541.8	0	74,013	7,075	1,191	22,807	791	698	3	7	3	1
Jan-04	762.9	0	74,161	7,090	1,189	22,857	791	701	3	7	3	1
Feb-04	579.4	0	74,273	7,087	1,188	22,902	791	702	3	7	3	1
Mar-04	429.3	0	74,320	7,069	1,188	22,902	786	701	3	7	3	1
Apr-04	251.7	4.4	74,287	7,069	1,187	22,902	786	703	3	6	3	1
May-04	101.6	28.1	74,348	7,065	1,184	23,029	782	705	3	6	3	1
Jun-04	21.4	62	74,341	7,057	1,183	23,029	774	707	3	6	3	1
Jul-04	2.2	122.4	74,451	7,056	1,186	23,029	774	698	3	6	3	1
Aug-04	6.1	74.2	74,578	7,121	1,192	23,042	773	707	3	6	3	1
Sep-04	23	59.7	74,787	7,123	1,186	23,042	776	701	3	6	3	1
Oct-04	190.9	0.5	74,927	7,109	1,189	23,042	774	706	3	6	3	1
Nov-04	354	0	75,268	7,132	1,192	23,042	774	706	3	6	3	1
Dec-04	593.5	0	75,404	7,140	1,195	23,057	775	706	3	6	3	1
Jan-05	700.4	0	75,484	7,138	1,193	23,097	774	707	3	6	3	1
Feb-05	572	0	75,544	7,134	1,193	23,172	775	717	3	6	3	1
Mar-05	545.3	0	75,512	7,139	1,193	23,172	775	724	3	6	3	1
Apr-05	242.5	1.4	75,462	7,135	1,187	23,211	776	734	3	6	3	1
May-05	143.4	5.7	75,482	7,123	1,185	23,211	776	763	3	6	3	1
Jun-05	4.4	166.9	75,476	7,125	1,178	23,232	774	767	3	6	3	1
Jul-05	0	194.7	75,515	7,123	1,177	23,232	774	770	3	6	3	1
Aug-05	0.1	185.5	75,605	7,111	1,174	23,232	774	778	3	6	3	1
Sep-05	15.3	82.2	75,785	7,131	1,179	23,226	774	784	3	6	3	1
Oct-05	182.8	19	75,898	7,126	1,179	23,260	774	789	3	6	3	1
Nov-05	346.2	0	76,040	7,151	1,182	23,260	774	797	3	6	3	1
Dec-05	659.7	0	76,131	7,162	1,187	23,260	773	806	3	6	3	1
Jan-06	494.7	0	76,198	7,167	1,185	23,327	771	813	3	6	3	1
Feb-06	538	0	76,222	7,175	1,180	23,327	771	817	3	6	3	1
Mar-06	461.4	0	76,237	7,162	1,182	23,364	771	817	3	6	3	1
Apr-06	219.5	1.1	76,149	7,145	1,182	23,364	778	817	3	6	3	1

Degree Days (Windsor A)			Customer Connections									
Date	HDD	CDD	Res.	GS<50	GS>50	Str. L	Sen. L	USL	Int.	LU (Reg)	LU (3TS)	LU (FA)
May-06	105.9	40.6	76,092	7,135	1,181	23,369	777	817	3	6	3	1
Jun-06	8.8	85.7	76,137	7,133	1,178	23,369	777	819	3	6	3	1
Jul-06	0	197.4	76,194	7,118	1,180	23,372	777	818	3	6	3	1
Aug-06	0	147.4	76,223	7,125	1,178	23,372	777	850	3	6	3	1
Sep-06	52.1	22.3	76,326	7,120	1,176	23,372	777	866	3	6	3	1
Oct-06	251.3	2.3	76,432	7,128	1,176	23,372	776	869	3	6	3	1
Nov-06	356.8	0	76,509	7,129	1,178	23,372	775	869	3	6	3	1
Dec-06	460.4	0	76,552	7,125	1,176	23,325	786	873	3	6	3	1
Jan-07	602.4	0	76,545	7,131	1,180	23,339	786	876	3	6	3	1
Feb-07	706.1	0	76,550	7,134	1,181	23,339	786	875	3	6	3	1
Mar-07	429.3	0.2	76,500	7,118	1,178	23,339	784	884	3	6	3	1
Apr-07	285.2	0.9	76,384	7,114	1,178	23,339	777	885	3	6	3	1
May-07	87.2	46	76,303	7,088	1,179	23,352	777	881	3	6	3	1
Jun-07	8.1	132.2	76,296	7,083	1,181	23,353	775	887	3	6	3	1
Jul-07	1.3	148.2	76,261	7,073	1,179	23,354	773	885	3	6	3	1
Aug-07	4.4	167.4	76,320	7,064	1,180	23,354	768	885	3	6	3	1
Sep-07	25.4	76.4	76,388	7,063	1,181	23,426	762	886	3	6	3	1
Oct-07	111.2	42.3	76,392	7,058	1,184	23,362	761	886	3	6	3	1
Nov-07	400.3	0	76,534	7,066	1,183	23,383	760	886	3	6	3	1
Dec-07	595	0	76,577	7,079	1,183	23,392	760	889	3	6	3	1

VECC_IRR_ 13E

2004 Weather Normal Average Use Per Customer From Hydro One Analysis for Cost Allocation Informational Filing							
	A	B	C = A / B	D	E	F = E / D	G = F / C
Class	H1 Weather Actual	Actual Retail	Implied Loss	# of cust	H1 Weather Norm (uplifted)	H1 NAC (uplifted)	H1 NAC (not uplifted)
Residential	669,426,631	646,622,517	1.0353	75,107	686,495,885	9,140	8,829
GS < 50	254,153,417	245,796,882	1.0340	7,045	257,496,841	36,550	35,349
GS > 50	1,109,531,267	1,065,556,429	1.0413	1,260	1,115,727,167	885,498	850,402
Intermediate	97,833,035	93,982,969	1.0410	5	99,340,587	19,868,117	19,086,239
Large Use - Regular	480,299,435	474,416,567	1.0124	6	482,643,833	80,440,639	79,455,375
Large Use - 3TS	527,207,158	520,153,212	1.0136	3	527,207,158	175,735,719	173,384,404
Large Use - FA	83,013,349	81,825,128	1.0145	1	83,013,349	83,013,349	81,825,128
Street Light	17,066,574	16,529,690	1.0325	23,042	17,066,574	741	717
Sentinel Light	1,109,932	1,128,292	0.9837	1,517	1,109,932	732	744
USL	4,764,224	4,520,328	1.0540	708	4,764,224	6,729	6,385

VECC_IRR_14A

2007 and 2008 YTD Consumption and Degree Days

ENWIN

	HDD		CDD		Res kWh		GS<50 kWh		GS>50 kWh	
	2007	2008	2007	2008	2007	2008	2007	2008	2007	2008
January	602	611	0	0	57,722,142	56,777,877	20,954,327	20,691,711	93,006,429	91,795,292
February	706	629	0	0	53,592,512	52,505,292	19,933,179	19,837,255	91,584,477	88,844,241
March	429	542	0.2	0	50,959,667	51,142,931	20,083,430	19,898,067	92,328,871	87,276,568
April	285	224	0.9	1.3	43,808,787	41,733,841	18,066,632	17,778,512	81,160,134	79,807,586
May	87.2	143	46	11.6	47,087,060	42,660,873	19,139,890	17,922,134	85,319,699	77,333,160
June	8.1	3.2	132	124	62,798,755	46,979,812	21,070,245	15,749,061	89,089,245	75,761,591
July	1.3	0.3	148	189	71,179,275	71,051,683	22,551,621	22,010,289	88,690,129	86,568,586
August	4.4	0.9	167	145	72,308,917	67,413,272	22,425,872	21,595,306	93,411,851	86,160,017
September	25.4	12.2	76.4	65	55,858,872	50,437,134	20,051,726	18,931,020	85,945,314	81,140,486
October	111		42.3		47,962,683		19,054,186		85,942,359	
November	400		0		47,974,603		18,718,737		84,189,257	
December	595		0		56,367,372		20,301,877		86,648,725	

VECC_IRR_16A

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #16A

Updated Table 4-2-1B to include 2006 Board Approved Costs:

	2006 Bd Appr.	2007	2008 Bridge	2009 Test
Operation	$ 1,604,003	$ 2,326,928	$ 2,237,577	$ 2,284,473
Maintenance	$ 1,931,319	$ 2,143,136	$ 2,873,040	$ 2,953,609
Billing and Collection	$ 510,143	$ 1,243,284	$ 1,284,475	$ 1,283,494
Community Relations	$ 10,857	$ 43,602	$ 59,335	$ 53,949
Administration	$ 18,629,649	$ 14,444,327	$ 16,192,418	$ 18,192,733
Other Taxes	$ 142,542	$ 1,049,408	$ 484,248	$ 513,858
Total	$ 22,828,513	$ 21,250,685	$ 23,131,093	$ 25,282,116

VECC_IRR_ 17

	2005	2006	2007	2008	2009
EWU					
OM&A	21,843,228	22,279,233	21,250,685	23,131,093	25,282,116
Customers*	84,062	84,640	84,721	84,721	84,721
kWh	3,213,873,480	3,037,780,787	2,989,147,280	2,792,500,040	2,667,516,053
OM&A/Customer	260	263	251	273	298
OM&A/kWh	0.0068	0.0073	0.0071	0.0083	0.0095
PEG Peer Group					
OM&A/Customer (Full Group)	201	209	204		
OM&A/Customer (Excluding EWU)	181	191	188		

*Metered Customers

VECC_IRR _18A

VECC_IRR_18A

FTE Breakdown for each category, by employee grouping for 2007 - 2009

Total Number of Employees Fully Dedicated to the Regulated Business

	2007	2008	2009
Executive	5	5	5
Management	11	11	11
Non-unionized	12	13	13
Unionized	104	105	107
Total	132	134	136

Total Number of Employees Shared Between the Regulated Business and Affiliates

	2007	2008	2009
Executive	8	8	8
Management	13	15	17
Non-unionized	19	23	27
Unionized	72	78	74
Total	112	124	126

Total Number of Employees Fully Dedicated to Affiliates

	2007	2008	2009
Executive	4	4	4
Management	0	0	0
Non-unionized	1	1	1
Unionized	0	0	0
Total	5	5	5

VECC_IRR _18B

VECC_IRR_18B

Employee Compensation for each category, by employee grouping for 2007 - 2009

Employees Fully Dedicated to the Regulated Business

	2007		2008		2009	
	Total	**Average**	**Total**	**Average**	**Total**	**Average**
Executive	509,848	101,970	636,824	127,365	659,113	131,823
Management	858,944	78,086	990,906	90,082	1,026,369	93,306
Non-unionized	753,168	62,764	934,081	71,852	979,258	75,328
Unionized	6,689,917	64,326	6,576,029	62,629	7,018,183	65,590
Total	8,811,877		9,137,840		9,682,923	

Employees Shared Between the Regulated Business and Affiliates

	2007		2008		2009	
	Total	**Average**	**Total**	**Average**	**Total**	**Average**
Executive	1,050,563	131,320	1,090,810	136,351	1,123,544	140,443
Management	1,087,655	83,666	1,238,773	82,585	1,488,480	87,558
Non-unionized	1,624,916	85,522	1,841,949	80,085	2,327,019	86,186
Unionized	3,609,261	50,129	3,936,663	50,470	4,031,669	54,482
Total	7,372,394		8,108,195		8,970,713	

Employees Fully Dedicated to Affiliates

	2007		2008		2009	
	Total	**Average**	**Total**	**Average**	**Total**	**Average**
Executive	524,767	131,192	545,085	136,271	564,163	141,041
Management						
Non-unionized	64,164	64,164	72,240	72,240	74,769	74,769
Unionized						
Total	588,931		617,325		638,932	

VECC_IRR_ 18C

VECC_IRR_18C

Total Employee Compensation for Shared Employees

Total Compensation - Employees Shared Between the Regulated Business and Affiliates

	2007		2008		2009	
	Total	Average	Total	Average	Total	Average
Executive	1,050,563	131,320	1,090,810	136,351	1,123,544	140,443
Management	1,087,655	83,666	1,238,773	82,585	1,488,480	87,558
Non-unionized	1,624,916	85,522	1,841,949	80,085	2,327,019	86,186
Unionized	3,609,261	50,129	3,936,663	50,470	4,031,669	54,482
Total	7,372,394		8,108,195		8,970,713	

Compensation for Shared Employees Attributable to EWU

	2007		2008		2009	
	Total	Average	Total	Average	Total	Average
Executive	504,270	131,320	534,497	136,351	561,772	140,443
Management	554,704	83,666	644,162	82,585	803,779	87,558
Non-unionized	828,707	85,522	957,813	80,085	1,256,590	86,186
Unionized	1,840,723	50,129	2,047,065	50,470	2,177,101	54,482
Total	3,728,404		4,183,537		4,799,243	

Compensation for Shared Employees Attributable to Affiliates

	2007		2008		2009	
	Total	Average	Total	Average	Total	Average
Executive	546,293	131,320	556,313	136,351	561,772	140,443
Management	532,951	83,666	594,611	82,585	684,701	87,558
Non-unionized	796,209	85,522	884,135	80,085	1,070,429	86,186
Unionized	1,768,538	50,129	1,889,598	50,470	1,854,568	54,482
Total	3,643,990		3,924,658		4,171,470	

VECC_IRR _18D

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #18D

	2007	2008	2009
Administration Costs	14,444,327	16,192,418	18,192,733
Variance between 2007 and 2009			3,748,406
Less: Amounts attributable to Non Payroll Administration Costs			1,302,406
Amounts attributable to Salaries and Expenses, Benefits			**2,446,000**

Further detail of this payroll variance between 2007 and 2009 is as follows:

General salary increases/escalations	557,673
Replacement of vacant positions and/or new positions	933,756
Benefits:	
Increase in overall benefits due to general salary increases, replacement of vacancies and new positions	229,425
Increase in post retirement benefit expense assumed (includes green shield benefits for re	360,669
Increase in OMERS rate assumed	18,456
Increase in employee insurance rates	142,450
Business travel	120,574
Other Miscellaneous	82,997
Total	**2,446,000**

VECC_IRR _18E

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #18E

	2007	2008	2009
Administration Costs	14,444,327	16,192,418	18,192,733
Variance between 2007 and 2009			3,748,406
Less: Amounts attributable to Salaries and Expenses, Benefits			2,446,000
Balance attributable to Non Payroll Administration Costs			**1,302,406**

Further detail of this non-payroll variance between 2007 and 2009 is as follows:

Increase in Regulatory Expenses	458,000
Increase in Training and Development	142,000
Change to Stores Operations	110,000
Increase to ERP Expenses	141,000
Maintenace of General Plant and Property	457,000
Other Miscellaneous Items	(5,594)
Total	**1,302,406**

VECC_IRR_20A

WINDSOR UTILITIES COMMISSION

- and -

ENWIN UTILITIES LTD.

MANAGED SERVICES AGREEMENT

Effective: January 1, 2007

WWLIB:423065.7\123489-00006

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MANAGED SERVICES AGREEMENT

This Agreement made to take effect as and from the 1st day of January, 2007 (the "Effective Date")

BETWEEN:

WINDSOR UTILITIES COMMISSION
a Commission established pursuant to the laws of the Province of Ontario
(hereinafter referred to as "WUC")

- and -

ENWIN UTILITIES LTD.
a corporation incorporated pursuant to the laws of the Province of Ontario
(hereinafter referred to as "Utilities")

RECITALS:

R1 The Corporation of the City of Windsor, pursuant to the Section 142 of the *Electricity Act, 1998* caused Enwin Utilities Ltd. ("EUL") and EnWin Powerlines Ltd. to be incorporated on December 13, 1999;

R2 WUC is a statutory body corporate created by special legislation of the Legislature of Ontario, and is deemed to be as a local board of the municipality;

R3 EUL and EnWin Powerlines Ltd. were amalgamated on December 31, 2006 to create Enwin Utilities Ltd. ("Utilities");

R4 Utilities, the electricity Local Distribution Company serving the City of Windsor regulated by the Ontario Energy Board, is required to comply with the provisions of its distribution licence including the Affiliate Relationships Code for Electricity Distributors and Transmitters;

R5 WUC has requested that its Affiliate, Utilities provide the managed services described in this Agreement to WUC;

R6 Utilities has agreed to provide the services described in the Schedules to this Agreement on the terms set out in this Agreement and in accordance with the provisions of the Affiliate Relationships Code;

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.01 DEFINITIONS

Unless the context otherwise specifies or requires, for the purposes of this Agreement all capitalized terms herein shall have the meanings set forth below:

"Affiliate", with respect to a corporation, shall have the same meaning as is ascribed to such term in the *Business Corporations Act* (Ontario) and shall be deemed to include the relationship between WUC and Utilities;

"Affiliate Relationships Code" or **"ARC"** shall mean the Affiliate Relationships Code for Electricity Distributors and Transmitters issued by the OEB, as amended from time to time;

"Agreement", **"This Agreement"**, **"The Agreement"**, **"Managed Services Agreement"**, **"hereto"**, **"hereof"** , **"herein"**, **"hereby"**, **"hereunder"** and similar expressions mean this Managed Services Agreement together with all Schedules attached hereto, as they may be amended from time to time;

"Applicable Law" means, collectively, all applicable laws, treaties, statutes, codes, codes of conduct, ordinances, decrees, rules, regulations, municipal by-laws, including, without limitation, policies, codes or guidelines of a Governmental Authority, judicial, administrative, ministerial, departmental or regulatory judgments, orders, decisions, directives or rulings and conditions of any licence, permit, certificate, registration, authorization, consent or approval issued by a Governmental Authority that apply to the Parties to this Agreement;

"Business Day" means any day other than a Saturday or Sunday or a statutory or bank holiday in the Province of Ontario;

"Confidential Information" has the meaning ascribed to such term in Section 10.01;

"Disclosing Party" has the meaning ascribed to such term in Section 10.01;

"Dispute" has the meaning ascribed to such term in Section 12.01;

"Effective Date" means January 1, 2007;

"Event of Default" has the meaning ascribed to such term in Section 8.01;

"Fees" has the meaning ascribed to such term in Section 5.01 and Schedule I hereto;

"Force Majeure Event" has the meaning ascribed to such term in Section 11.01;

"**Governmental Authority**" means any government, parliament, legislature or any regulatory authority, agency, commission or a board of any government, parliament or legislature, or any political subdivision thereof, or any court or, without limitation to the foregoing, any other law, regulation or rule making entity or any person acting under the authority of any of the foregoing or any other authority charged with the administration or enforcement of laws, including the OEB, IESO, the Privacy Commissioner of Canada and the Information and Privacy Commissioner of Ontario;

"**KPMG Cost Allocation Methodology**" means the cost allocation methodology prepared by accounting firm of KPMG LLP and approved by both WUC and Utilities on **[insert dates]** respectively;

"**IESO**" means the Independent Electricity System Operator for Ontario;

"**includes**" or "**including**" means includes (or as applicable, including) without limitation;

"**Managed Services**" has the meaning ascribed to such term in Section 3.01;

"**MFIPPA**" means the *Municipal Freedom of Information Act and Protection of Privacy Act* of Ontario, as amended from time to time;

"**OEB**" means the Ontario Energy Board and any successor thereto;

"**Party**" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; "**Parties**" means every Party;

"**PIPEDA**" means the *Personal Information Protection and Electronic Documents Act* of Canada, as amended from time to time;

"**Prime Rate**" means, in respect of each calendar month, a rate of interest equal to the Prime rate for loans to commercial customers in Canadian dollars as declared by the principal banker from time to time for Utilities as of the first Business Day of such month;

"**Prior Agreement**" has the meaning ascribed to such term in Section 2.02;

"**Representatives**" in reference to Party, means the Party's directors, officers, commissioners, employees, agents and contractors;

"**Receiving Party**" has the meaning ascribed to such term in Section 10.01;

"**Term**" has the meaning ascribed thereto in Section 2.01.

1.02 PURPOSE OF AGREEMENT

The purpose of this Agreement is to describe the Managed Services provided by Utilities to its Affiliate, WUC, the Fees payable by WUC for the Managed Services and the relationship between Utilities and WUC in respect of such Managed Services.

1.03 CONSTRUCTION OF AGREEMENT

In this Agreement:

(a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;

(b) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated there under, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;

(c) any reference to a specific executive position or an internal division or department of a Party shall include any successor positions, divisions or departments having substantially the same responsibilities or performing substantially the same functions;

(d) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; and if the last day of such period is not a Business Day, the period shall end on the next Business Day;

(e) all dollar amounts are expressed in Canadian dollars;

(f) the division of this Agreement into separate Articles, Sections, Subsections and Schedule(s), the provision of a table of contents and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(g) words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meanings;

(h) the terms and conditions hereof are the result of negotiations between the Parties and the Parties therefore agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

(i) In the event of any inconsistency between the provisions set forth in the Schedules and the provisions set forth in the body of this Agreement, this Agreement shall prevail.

1.04 SCHEDULES

The Schedules set out below are attached to and form an integral part of this Agreement:

Schedule	Description
A	Human Resources Management and Support Services
B	Finance and Accounting Services
C	Billing and Collection Services
D	Purchasing and Inventory Managed Services
E	Fleet and Site Managed Services
F	Information Services
G	Technical and Customer Services
H	Other Services
I	Fees

ARTICLE 2
TERM

2.01 TERM

The term of this Agreement shall commence on the Effective Date and the terms, conditions and covenants hereof shall have deemed to have been in force and performed by the Parties from that date. The initial term of this Agreement shall be a period of one (1) year. The term shall automatically be renewed annually for successive one (1) year periods, or for such longer or shorter period as may be agreed in writing by the Parties hereto, unless terminated as provided in Sections 9 of this Agreement or abbreviated pursuant to Section 13.01.

2.02 TERMINATION OF PRIOR AGREEMENT WITH ADJUSTMENTS

The Parties acknowledge that immediately preceding the Effective Date of this Agreement, Utilities was providing certain Managed Services to WUC pursuant to an agreement entered into in 2003 (the **"Prior Agreement"**). The Parties acknowledge that upon Effective Date of this Agreement, the Prior Agreement shall be terminated, and the Parties shall make all closing adjustments as are appropriate and necessary to finalize the accounts pursuant to the Prior Agreement.

ARTICLE 3
MANAGED SERVICES

3.01 MANAGED SERVICES

Subject to the terms, covenants and conditions contained in this Agreement and to the observance and performance by WUC of all terms, covenants and conditions hereof, Utilities will provide or cause to be provided to WUC the following services (collectively, the "**Managed Services**"):

(a) the Human Resources Management and Support Services described in Schedule A;

(b) the Finance and Accounting Services described in Schedule B;

(c) the Billing and Collection Services described in Schedule C;

(d) the Purchasing and Inventory Managed Services described in Schedule D;

(e) the Fleet and Site Managed Services described in Schedule E;

(f) the Information Services described in Schedule F;

(g) the Technical and Customer Services described in Schedule G; and

(h) Other Services as described in Schedule H.

3.02 PROVISION OF MANAGED SERVICES & AUTHORITY OF WUC

Utilities shall be responsible for the provision of the Managed Services provided hereunder and the methods employed in providing the same, subject always to Utilities providing such Managed Services in a diligent and competent manner and according to the same standards as Utilities provides for its own use and benefit from time to time. Notwithstanding any other provision in this Agreement, WUC shall have and retain the ultimate authority for ensuring that the Managed Services are performed in accordance with Applicable Law.

3.03 RELATIONSHIP

In performing this Agreement, Utilities shall operate as an independent contractor and not as an agent of WUC, and shall maintain its own organization as a distinct and separate legal entity from WUC. Utilities and its Representatives shall have no authority to legally bind WUC without the prior written authority from WUC to do so. Nothing in this Agreement shall be deemed to constitute a partnership or a joint venture or to create any fiduciary relationship between Utilities and WUC.

3.04 MODIFICATIONS TO THE MANAGED SERVICES

WUC may, from time to time, request modifications to the Managed Services, and Utilities agrees to consider such requests, acting reasonably. If Utilities accepts a request for modification to the Managed Services, the Parties shall negotiate appropriate changes to the descriptions of the Managed Services, the terms and conditions for the provision of those modified Managed Services and the Fees in connection with such changes and shall initial and attach amended schedules hereto.

Utilities may, from time to time, request modifications to the Managed Services, and WUC agrees to consider such requests, acting reasonably. If WUC accepts a request for modification to the Managed Services, the Parties shall negotiate appropriate changes to the descriptions of the Managed Services, the terms and conditions for the provision of those modified Managed Services and the Fees in connection with such changes and shall initial and attach amended schedules hereto.

In the event that the Party requesting modifications is unable to reach agreement with the other Party, the requesting Party shall have the right to terminate in accordance with Section 9.2 the specific Managed Services that modifications are being requested to.

ARTICLE 4
RESPONSIBILITIES

4.01 ACCESS

Utilities will maintain all relevant records, including employee records, on behalf of WUC relating to the performance of the Managed Services hereunder. WUC will grant reasonable access by Utilities to WUC's facilities and records, including employee records, in connection with the provision of the Managed Services. Utilities agrees that when performing the Managed Services on the premises of WUC, Utilities' employees will comply with all health and safety rules and regulations which are brought to their attention from time to time.

4.02 CO-OPERATION

The Parties shall cooperate with each other during and after the term of this Agreement to effect a smooth and orderly transition of the Managed Services upon the termination of this Agreement, and also with respect to audits or other inquiries, filings, reports and payment of taxes arising under this Agreement, which may be required, initiated or requested from or by the OEB or any other duly authorized Governmental Authority. In particular, WUC agrees to provide any documentation which may be requested by the OEB or any Governmental Authority to the OEB or Governmental Authority in accordance with this Section.

4.03 NOTIFICATION OF CHANGES OF CIRCUMSTANCES

The Parties shall promptly notify each other of any changes or prospective changes in circumstances that would materially affect the resources required for the performance of the Managed Services, including any anticipated material change in the nature or level of business of WUC, the number of employees of a Party, or any efforts relating to the organization of or collective bargaining by employees of a Party.

4.04 NOTICE OF PROCEEDINGS

The Parties shall promptly give notice to each other of all actual or potential claims, proceedings, notice of regulatory non-compliance from the OEB or any Governmental Authority, disputes (including labour disputes) or litigation which it reasonably believes could have a adverse effect on the fulfillment of any of the terms hereof by either party (whether or not any such claim, proceeding, dispute or litigation is covered by insurance) in respect of its own operations of which any of them is aware. Each Party shall provide the other Party with all information reasonably requested from time to time concerning the status of such claims, proceedings, notices, disputes, or litigation, and any developments relating thereto.

4.05 PERMITS

Each Party shall, at its sole expense, obtain and maintain during the Term, all permits, licenses and approvals required by Applicable Law to perform its duties and obligations under this Agreement and upon request, shall provide the other Party with proof thereof.

4.06 INSURANCE

Each Party shall, during the Term, and at its own expense, maintain and keep in full force and effect general liability insurance on an occurrence basis having a minimum inclusive coverage limit, including personal injury and property damage of not less than five million dollars ($5,000,000.00) per occurrence, and upon request, shall provide the other Party with proof thereof.

4.07 COMPLIANCE WITH APPLICABLE LAW

Each Party and its Representatives shall comply with all Applicable Laws in performing their duties and obligations under this Agreement and upon request, shall provide the other Party with proof thereof.

ARTICLE 5
FEES AND PAYMENTS

5.01 FEES

In consideration of the provision of the Managed Services, WUC shall pay monthly in arrears to Utilities the Fees set out in Schedule I. The obligation of WUC to pay Fees to Utilities shall commence on the Effective Date of this Agreement.

5.02 PAYMENT

Each calendar month, Utilities shall render to WUC in connection with the Managed Services, an invoice setting forth the Fees due by WUC to Utilities and any other amounts due between the Parties with respect to the immediately preceding calendar month.

Within thirty (30) days from WUC's receipt of such invoice, WUC shall pay the invoice(s) to Utilities by direct deposit to any account designated by Utilities.

5.03 ADJUSTMENT TO THE FEES

The Parties acknowledge that the Fees being charged to WUC have been determined in accordance with the ARC insofar as they are based upon Utilities' cost of providing the Managed Services using the KPMG Cost Allocation Methodology plus a return on its invested capital as specified in the ARC. The Fees set forth in Schedule I shall be reviewed by the Parties and adjusted from time to time as may be necessary to comply with ARC and in any event within three (3) months prior to each anniversary of the Effective Date to account for:

(a) any changes in the cost of complying with any Applicable Law affecting the provision of Managed Services;

(b) any changes to the nature or scope of the Managed Services;

(c) reasonably anticipated changes (based on experience or expected developments) in the historical or reasonably anticipated costs to Utilities of providing Managed Services; and

(d) any decision by the OEB in respect of any aspect of the ARC as it relates to Utilities or any other licensed distributor in Ontario.

Upon WUC's agreement to the increased cost, the applicable Fee shall be increased effective on the anniversary of the Effective Date or such other date as may be agreed upon by the Parties. In the event that the Parties are unable to agree upon any adjustment, Utilities shall nonetheless have the right to charge the increased applicable Fee as of the date such Fee has been communicated to WUC, but WUC shall have the right to terminate those Managed Services subject to the increase by providing ninety (90) days written notice to Utilities.

5.04 TAXES

In addition to the Fees, WUC shall pay to Utilities an amount equal to any and all applicable taxes under the Excise Tax Act of Canada, sales taxes, value-added taxes or any other taxes (excluding income taxes) properly exigible on the supply of the Managed Services provided for under this Agreement.

5.05 LATE PAYMENT

If WUC fails to pay any amounts payable hereunder when due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at Prime Rate plus one percent (1%).

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.01 REPRESENTATIONS AND WARRANTIES OF UTILITIES

Utilities hereby represents and warrants to WUC as follows and acknowledges that WUC is relying on such representations and warranties in connection herewith:

(a) Utilities is a corporation, duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and privileges to execute and deliver this Agreement and to perform its obligations hereunder;

(b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action;

(c) this Agreement has been duly executed and delivered by Utilities and constitutes a legal, valid and binding obligation of Utilities, enforceable against Utilities by WUC in accordance with its terms; and

(d) Utilities has the necessary resources and expertise to perform the Managed Services.

6.02 REPRESENTATIONS AND WARRANTIES OF WUC

WUC hereby represents and warrants to Utilities as follows and acknowledges that Utilities is relying on such representations and warranties in connection herewith:

(a) WUC is a Commission, duly organized, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and privileges to execute and deliver this Agreement and to perform its obligations hereunder;

(b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and

(c) this Agreement has been duly executed and delivered by WUC and constitutes a legal, valid and binding obligation of WUC, enforceable against WUC by Utilities in accordance with its terms; and

(d) WUC has the necessary resources to pay for the Managed Services.

ARTICLE 7
INDEMNIFICATION

7.01 INDEMNIFICATION BY WUC

WUC shall indemnify and hold Utilities and its Representatives harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses and accrued interest thereon (including the costs and expenses of, and accrued interest on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable lawyers' fees and reasonable disbursements in connection therewith) asserted against or suffered by Utilities and its Representatives relating to, in connection with, resulting from, or arising out of (a) breaches of WUC's obligations herein; (b) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by WUC contained in this Agreement; (c) any of WUC's acts or omissions, whether negligent or otherwise; and/or (d) the physical infrastructure and assets owned or under the control of WUC including but not limited to the water treatment and water distribution systems.

7.02 INDEMNIFICATION BY UTILITIES

Utilities shall indemnify and hold WUC and its Representatives harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses and accrued interest thereon (including the costs and expenses of, and accrued interest on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable lawyers' fees and reasonable disbursements in connection therewith) asserted against or suffered by WUC and its Representatives relating to, in connection with, resulting from, or arising out of (a) breaches of Utilities' obligations herein; (b) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by Utilities contained in this Agreement; and/or (c) any of Utilities' acts or omissions, whether negligent or otherwise.

7.03 LIMITATION OF LIABILITY

Each Party's liability in connection with this Agreement shall not exceed the aggregate of the Fees paid by WUC during the year for the specific Managed Services in which the event giving rise to the indemnity claim occurred. In addition, each Party's liability in connection with this Agreement will be limited to direct damages and neither Party will be liable to the other for any special, incidental, indirect or consequential damages, lost business revenue, loss of profits, failure to realize expected profits or savings, or any damages or losses, whether based on breach of contract or tort (including negligence) or otherwise, even if the Party causing such loss or damages has been advised of the possibility of same. The foregoing limitations shall not apply in respect of Section 7.01(d).

ARTICLE 8
DEFAULT

8.01 DEFAULT

The occurrence of any one or more of the following shall consitute an event of default on the part of a Party (an "**Event of Default**"):

(a) if a Party defaults in the payment of any amount due to the other Party under this Agreement and such default shall continue unremedied for thirty *(30)* days following notice thereof to the defaulting Party by the non-defaulting Party; and

(b) breach of any material representation or warranty or failure to perform or observe any material covenant or obligation of the Party under this Agreement if such failure is not remedied within thirty *(30)* days following notice thereof (giving particulars of the failure in reasonable detail) from the non-defaulting Party or such longer period as may be reasonably necessary to cure such failure (if such failure is capable of being cured), provided that:

(i) the defaulting Party proceeds with all due diligence to cure or cause to be cured such failure;

(ii) the failure can be reasonably expected to be cured or caused to be cured within a reasonable time frame acceptable to the non-defaulting Party, acting reasonably.

ARTICLE 9
TERMINATION

9.01 TERMINATION ON DEFAULT

Upon the occurrence of an Event of Default under this Agreement which is not cured within the permitted time period specified, the non-defaulting Party shall have the right to terminate this Agreement by giving notice of termination to the defaulting Party whereupon this Agreement shall terminate as at the effective date of termination specified in the notice.

9.02 TERMINATION ON NOTICE

In addition to the right of termination on notice provided for in Section 5.03, either Party may terminate this Agreement by giving notice to the other Party no less than ninety (90) days in advance of the termination date of the then current Term. The Party exercising its right to terminate shall provide as much advance notice to the other Party as reasonably possible in the circumstances of its intent to terminate any specified Managed Services in accordance with this section.

9.03 TERMINATION FOR CHANGE IN APPLICABLE LAW

In the event that:

(a) there is a change in Applicable Law which materially affects Utilities;

(b) Utilities is advised by the OEB in writing that the provision of any or all of the Managed Services is not acceptable to the OEB;

(c) Utilities is unable to perform any or all of the Managed Services due to a change in policy, guidelines, codes, directives, order, decision or other regulatory action of the OEB or any other Governmental Authority;

(d) the OEB amends the Affiliate Relationships Code which amendment materially affects Utilities;

then Utilities shall have the right to terminate any or all of the Managed Services by giving notice of termination to WUC whereupon the specified Managed Services shall terminate as of the effective date of termination specified in the notice. Utilities shall provide as much advance notice to WUC as reasonably possible in the circumstances of its intent to terminate any specified Managed Services in accordance with this section.

9.04 CONSEQUENCES OF TERMINATION

Upon termination of any or all of the Managed Services under this Agreement or upon termination of this Agreement for any reason:

(a) the relevant provisions of this Agreement shall continue in effect after termination to the extent necessary to provide for any billings, adjustments and payments related to the period prior to termination;

(b) the termination shall not affect any rights or obligations which may have accrued prior to such termination or any other rights which the terminating Party may have arising out of the termination or the event giving rise to the termination and shall not effect the continuing obligations of either Parties under this Agreement which are expressed to continue after termination of this Agreement; and

(c) except as provided in (a) or (b) above, the terminating Party shall have no liability whatsoever to the other Party arising from such termination. For greater certainty, the terminating Party shall have no liability whosoever to the other Party for any special, incidental, indirect or consequential damages, lost business revenue, loss of profits, failure to realize expected profits or savings, or any damages or losses, whether based on breach of contract or tort (including negligence) or otherwise, even if the Party causing such loss or damages has been advised of the possibility of same, which the other Party may incur as a result of the termination.

ARTICLE 10
CONFIDENTIALITY

10.01 CONFIDENTIAL INFORMATION

Each Party (the "**Receiving Party**") shall maintain in strict confidence any and all proprietary and confidential information about the business or operations or customers of the other Party or any of their Affiliates, which it acquires in any form from the other Party (the "**Disclosing Party**") by virtue of this Agreement ("**Confidential Information**") and will not disclose to any third party or make use of such Confidential Information (except for the purposes of this Agreement) for itself or any third party without the prior written consent of the Disclosing Party, except as permitted herein and except where required by law. Notwithstanding the foregoing, "**Confidential Information**" shall not include information which:

(a) is in the public domain at the time of its disclosure to the Receiving Party or which thereafter enters the public domain otherwise than by any breach of this Agreement;

(b) is already known to or in the possession of the Receiving Party at the time of its disclosure by the Disclosing Party as evidenced by the Receiving Party's records;

(c) is lawfully acquired at any time by the Receiving Party without restrictions from a third party without breach of confidentiality by such third party;

(d) required to be disclosed under Applicable Law, judicial decision or by order, decree, rule, regulation or requirement of any Governmental Authority, including the OEB; or

(e) is required to be disclosed in the course of an arbitration conducted in accordance with Article 12 of this Master Agreement.

10.02 PERMITTED DISCLOSURE

Notwithstanding Section 10.01,

(a) the Parties hereby acknowledge and agree that Utilities shall be permitted to disclose Confidential Information relating to this Agreement to the OEB and any other Governmental Authority to which Utilities may be required to report under the Affiliate Relationships Code, the Reporting and Record Keeping Requirements ("RRR") and other Applicable Law;

(b) the Parties hereby acknowledge that they are both subject to the MFIPPA and that as a result either Party may be required to disclose Confidential Information concerning this Agreement or the other Party in accordance with the provisions of MFIPPA;

(c) in the event that a Receiving Party is required by law to disclose any Confidential Information to a Governmental Authority, or any other person, including, without limitation, any disclosure required pursuant to a request under MFIPPA, such Party may so disclose; provided that it shall, to the extent permitted by law, first inform the Disclosing Party of the request or requirement for disclosure to allow an opportunity for the Disclosing Party to apply for an order to prohibit or restrict such disclosure;

(d) WUC acknowledges and agrees that the use and disclosure of any information relating to the customers of Utilities is governed by requirements of the *Ontario Energy Board Act, 1998*, and regulations, licences, codes and procedures established by the OEB (**"OEB Requirements"**). WUC agrees and acknowledge that if any information relating to Utilities or the customers of Utilities is disclosed to WUC or its Representatives, WUC shall strictly comply, and shall cause its Representatives to strictly comply with the OEB Requirements, the requirements, policies or procedures of Utilities, and if and to the extent that PIPEDA may be or become applicable, with the requirements of PIPEDA related to or arising from such disclosures;

(e) If and to the extent that PIPEDA may be or become applicable, Utilities agrees and acknowledges that if any information relating to the customers of WUC is disclosed to Utilities or its Representatives, Utilities shall strictly comply and shall cause its Representatives to strictly comply with the requirements of PIPEDA and such other requirements, policies or procedures of WUC related to or arising from such disclosures.

10.03 LIABILITY FOR BREACH

Except for disclosures made pursuant to Section 10.02 of this Agreement or as required by law, or to the OEB or any Governmental Authority as required pursuant to the policies, codes, directives or other requirements of the OEB or other Governmental Authority, or as required to fulfil the terms of this Agreement, each Party shall be responsible for any breach of this Agreement by the Party, its Representatives and any person to whom it discloses any Confidential Information or personal information as that term is defined in applicable privacy legislation such as MFIPPA and PIPEDA ("**Personal Information**"). The Parties agree that a Disclosing Party would be irreparably injured by a breach of this Agreement by a Receiving Party or by any person to whom it discloses any Confidential Information or Personal Information and that monetary damages would not be a sufficient remedy. Therefore, in such event, the Disclosing Party shall be entitled to equitable relief, including injunctive relief without proof of actual damages, as well as specific performance. Such remedies shall not be deemed to be exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

10.04 RETURN OF CONFIDENTIAL INFORMATION

Subject to Applicable Law, upon completion or termination of this Agreement, or upon ten (10) days written notice from the Disclosing Party requesting return of any or all Confidential Information, the Receiving Party shall forthwith return to the Disclosing Party, without retaining any copies thereof, all such information.

ARTICLE 11
FORCE MAJEURE

11.01 FORCE MAJEURE

Except for the payment of any monies required hereunder, neither Party shall be deemed to be in default of this Agreement where the failure to perform or the delay in performing any obligation is due to a cause beyond its reasonable control, including, but not limited to, an act of God, act of any Governmental Authority, civil commotion, acts of terrorism including threatened acts, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, ice storms, tornado, severe and imminent weather warnings and conditions, and epidemics ("**Force Majeure**").

11.02 NOTICE OF FORCE MAJEURE

Once a Party becomes subject to such an event of Force Majeure, it shall promptly notify the other Party of its inability to perform, or of any delay in performing, due to an event of Force Majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The Party subject to the Force Majeure event shall also continue to furnish timely reports to the other Party with respect to the Force Majeure event during the continuation of the said event and the said Party shall exercise all commercially reasonable efforts to mitigate or limit damages to the other Party. The Party subject to the Force Majeure event shall use its commercially reasonable best efforts to continue to perform its obligations under this Agreement and to correct or cure the event or condition excusing performance and when the said Party is able to resume performance of its obligations thereunder, it shall give the other Party written notice to that effect and shall promptly resume performance thereunder. The time for performing the obligation shall be extended for a period equal to the time during which the Party was subject to the event of Force Majeure. The Parties shall explore all commercially reasonable avenues available to avoid or resolve events of Force Majeure in the shortest time possible.

11.03 STRIKES

Notwithstanding the two preceding paragraphs, the settlement of any strike, lockout, restrictive work practice or other labour disturbance constituting a Force Majeure event shall be within the sole discretion of the Party involved in such strike, lockout, restrictive work practice or other labour disturbance and nothing in the two preceding paragraphs shall require the said Party to mitigate or alleviate the effects of such strike, lockout, restrictive work practice or other labour disturbance.

ARTICLE 12
DISPUTE RESOLUTION

12.01 DISPUTES

Any controversy, dispute, difference, question or claim arising between the Parties in connection with the interpretation, performance, construction or implementation of this Agreement that cannot be resolved by a director or manager from each Party (collectively, the "**Dispute**"), shall be settled in accordance with this Article.

12.02 NOTICE OF DISPUTE

The aggrieved Party shall send the other Party written notice identifying the Dispute, the amount involved, if any, and the remedy sought, and invoking the procedures of this Article. A senior officer with authority to bind WUC as selected by the WUC in its discretion and a senior officer with authority to bind Utilities as selected by Utilities in its discretion, shall confer in an effort to resolve the Dispute. If the Dispute cannot be resolved in accordance with this Section 12.02 within thirty (30) days of the date the Dispute arose, the Dispute shall be resolved by arbitration in accordance with Sections 12.03 and 12.04.

12.03 ARBITRATORS

The Parties shall submit any arbitration under this Article to a single arbitrator agreed upon by both Parties. If the Parties cannot agree upon a single arbitrator within ten (10) days after the Dispute is referred to arbitration, each Party shall within ten (10) more days choose one individual who shall sit on a three-member arbitration panel. The two (2) arbitrators appointed shall name the third arbitrator within ten (10) days or, if they fail to do so within that time period, either Party may make application to a court of competent jurisdiction for appointment of the third arbitrator. Any arbitrator selected to act under this Agreement shall be qualified by education, training and experience to pass on the particular question in Dispute and shall have no connection to either of the Parties other than acting in previous arbitrations.

12.04 ARBITRATION

The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). The arbitration shall be conducted in the City of Windsor, Ontario unless the Parties agree otherwise. The decisions of the arbitrator or arbitration panel shall be made in writing and shall be final and binding on the Parties as to the questions submitted and the Parties shall have no right of appeal therefrom. All costs and expenses relating to a Dispute which is finally determined or settled by arbitration, including reasonable legal fees, will be borne by the Party determined to be liable in respect of such Dispute; provided, however, that if complete liability is not assessed against only one Party, the Parties will share the total costs in proportion to their respective amounts of liability so determined. The Parties agree to keep all details of the arbitration proceeding and the arbitral award strictly confidential. Notwithstanding the provisions to arbitrate any Dispute hereunder, either Party may seek from a court any equitable relief (including, without limitation, injunctive relief) that may be necessary to protect such Party's rights.

ARTICLE 13
GENERAL

13.01 CHANGE OF CONTROL

In the event that WUC ceases to serve as a public utility, is no longer a local board of the municipality, and is no longer owned or controlled directly or indirectly by the City of Windsor or Corporation of the City of Windsor, the Parties agree to negotiate diligently and in good faith any amendments to this Agreement necessary or advisable in connection with such event including an early termination.

13.02 ASSIGNMENT

Neither Utilities or WUC shall, without the prior approval of the other Party which shall not be unreasonably withheld, assign or transfer its interest in this Agreement. This Agreement shall be binding on the Parties and their respective successors and permitted assigns. Any purported assignment in contravention of this section shall be void.

13.03 NOTICES

All notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and addressed as follows:

(a) if to Utilities:

787 Ouellette Avenue
P.O. Box 1625, Station "A",
Windsor, Ontario N9A 5T7
Attention: Chief Financial Officer

(b) if to WUC:

4545 Rhodes Drive
P.O. Box 1625, Station "A",
Windsor, Ontario N9A 5T7
Attention: Chief Financial Officer

and shall be delivered to the other Party's address, with the Party sending such notice to telephone to confirm receipt. A copy of any such notice shall also be sent on the date such notice is transmitted by registered express mail or courier with the capacity to verify receipt of delivery. Any Party may change its address for notification purposes by giving the other Party notice of the new address and the date upon which it will become effective in accordance with the terms of this Section 13.03. A notice shall be deemed to have been received as of the date of receipt by the Party to whom the notice is addressed.

13.04 SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law.

13.05 WAIVER

No delay or omission by a Party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of any other Party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

13.06 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the Parties with respect to the Managed Services, and there are no other representations, understandings or agreements, either oral or written, between the Parties other than as herein set forth.

13.07 AMENDMENTS

No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by authorized representatives of each Party.

13.08 GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, excluding their rules governing conflicts of laws. Subject to Article 11, the Parties hereby agree that the courts of the Province of Ontario shall have exclusive jurisdiction over disputes under this Agreement, and the Parties agree that jurisdiction and venue in such courts is appropriate and irrevocably attorn to the jurisdiction of such courts.

13.09 SURVIVAL

Section 4.02, Article 5, Article 7, Section 9.03, Article 10, Article 12, Schedule I and this Section 13.09 shall survive the termination of this Agreement and shall remain in full force and effect.

13.10 THIRD PARTY BENEFICIARIES

Each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

13.11 COVENANT OF FURTHER ASSURANCES

The Parties agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, the Parties shall execute and deliver or cause to be executed and delivered any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement and to complete the transactions contemplated hereunder.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized signing officer in that regard.

SIGNED, SEALED AND DELIVERED

WINDSOR UTILITIES COMMISSION

By: Maxwell Zalev
Its: Acting General Manager
I have authority to bind the Commission.

ENWIN UTILITIES LTD.

By: [illegible] ZUBER
Its: VP Finance & CFO
I have authority to bind the Corporation.

WWLIB:423065.7\128469-00006

SCHEDULE A
HUMAN RESOURCES MANAGEMENT AND SUPPORT SERVICES

The following human resources management and support services shall be provided by Utilities Ltd. to WUC in accordance with this Agreement:

(a) provision, maintenance and administration of management staffing requirements, including:
- (i) Employee recruitment and selection
- (ii) Organizational employee training and orientation, excluding WUC provided on-the-job training, first aid training, health & safety, and director approved WUC programs
- (iii) Employee performance and evaluation
- (iv) Assisting WUC safety supervisor with compliance matters pursuant to Occupational Health and Safety Act
- (v) Workplace Safety and Insurance Board filings
- (vi) Employee termination
- (vii) Employee retirement
- (viii) Employee master files
- (ix) Dispute resolution / arbitration
- (x) Quality systems (ISO 9001 and Measurements Canada)

(b) administration of the following management compensation requirements:
- (i) Salary benchmarking and determination
- (ii) OMERS Pension Plan
- (iii) Employee Assistance Program
- (iv) Employee Benefits Program

(c) provision, maintenance and administration of unionized staffing requirements, including:
- (i) Employee recruitment and selection
- (ii) Organizational employee training and orientation
- (iii) Employee performance and evaluation
- (iv) assist Compliance with Occupational Health and Safety Act
- (v) Workplace Safety and Insurance Board filings
- (vi) Worksite safety inspections / safety training
- (vii) Employee termination
- (viii) Employee retirement
- (ix) Employee master files
- (x) Contract interpretation and negotiation
- (xi) Grievance administration / arbitration
- (xii) Quality systems (ISO 9001 and Measurements Canada)

(d) administration of the following unionized employee compensation requirements:
- (i) Contract administration and negotiation -- wage rates
- (ii) OMERS Pension Plan
- (iii) Employee Assistance Program

(iv) Employee Benefits Program

(e) periodic review and evaluation of performance by Utilities under this Agreement [not less than annually], with mandatory input from WUC which input may include WUC's own independent review and evaluation, as to effectiveness of Utilities' senior management group taken as a whole, and the Chief Executive Officer of Utilities in particular, in attaining WUC's established goals and objectives in respect to provision of Managed Services. The review and evaluation shall include co-operative efforts to establish mutually agreed upon goals and objectives for the continuance of Managed Services.

SCHEDULE B
FINANCE AND ACCOUNTING SERVICES

The following finance and accounting services shall be provided by Utilities to WUC in accordance with this Agreement:

(a) preparation of all financial reports as required, including but not limited to:
- (i) Annual operating and capital budgets
- (ii) Monthly reporting package, including monthly and year to date financial statements and variance from budget by category
- (iii) Special or general purpose reports and analysis as requested
- (iv) Supporting schedules as required by internal and external auditors
- (v) Supporting schedules as required to prepare applicable tax, property tax, and other tax filings and returns as may be required by law from time to time

(b) assistance with our financial needs, including:
- (i) Cash management
- (ii) Adequacy and appropriateness of insurance coverage
- (iii) Processing all daily accounting transactions, including required data entry, payments by due dates and deposits

(c) administration of periodic management and union payroll, including:
- (i) Calculation of gross pay and required statutory, contractual, pension, benefit related and miscellaneous deductions per employee, as applicable
- (ii) Preparation of periodic employee pay stubs and pay cheques / direct deposits
- (iii) Preparation of periodic remittance forms related to source deductions, Employer Health Tax and Workplace Safety and Insurance Board
- (iv) Establishment of new employee record on hire
- (v) Assistance with statutory obligations relating to employee terminations
- (vi) Payments to all employees
- (vii) Preparation of all statutory and contractual annual compliance forms including but not limited to, the T4 statement of remuneration reporting forms, the related summary and the Employer Health Tax annual return

(d) administration of periodic statutory compliance, including:
- (i) the Federal Goods and Services tax returns and remittances on a monthly basis
- (ii) Federal and Provincial payments of applicable tax, property tax, and other taxes exigible by law from time to time on a monthly and annual basis, as required

(iii) funding all payroll related obligations on a periodic basis in conjunction with required compliance deadlines

(iv) Annual pension and benefit reporting forms, as required

(v) Provincial Retail Sales Tax compliance and application for exemption, as required

SCHEDULE C
BILLING AND COLLECTION SERVICES

The following billing and collection services shall be provided by Utilities to WUC in accordance with this Agreement:

(a) Maintenance and periodic updating of all customer master files
(b) Preparation and distribution of monthly invoices
(c) Payment in full of amounts received on a monthly basis in respect to billing and collection services on behalf of WUC
(d) Ensuring rates are in compliance with WUC requirements and any regulating body requirements
(e) Prepare variance reports
(f) Advise Directors/Managers of observed inaccurate or questionable readings for further action

SCHEDULE D
PURCHASING AND INVENTORY MANAGED SERVICES

The following purchasing and inventory Managed Services shall be provided by Utilities to WUC in accordance with this Agreement:

(a) Administration of the purchasing function in conjunction with the existing Purchasing Policy, including the following:

(i) Coordinate the procurement of all inventory, non-inventory, purchased services, capital and special needs items

(ii) Obtain competitive quotes and select the optimal supplier based on the requirements as indicated on the authorized purchase order

(iii) Administer the logistics related to the purchases, including shipping, receiving and expediting as required

(iv) Provide draft RFQ as applicable

(v) Penalties for expired or late deliveries

(b) Provision of inventory Managed Services, including the following:

(i) Control of purchased items, including receipt, warehousing, release and re-stock as required Monitoring quantities in conjunction with lead times and assistance with requirements planning

(ii) Delivery of items from vendor and/or inventory to job sites, as applicable

(iii) When required, allocation of items used to the correct project for accounting purposes and processing required adjustments

(c) Compliance with all industry and statutory requirements as they apply to purchasing and inventory management, including but not limited to annual testing and certification.

SCHEDULE E
FLEET AND SITE MANAGED SERVICES

The following fleet and site Managed Services shall be provided by Utilities to WUC in accordance with this Agreement:

(a) Assistance with requirements planning
(b) Provision of all vehicles and equipment as required to operate
(c) Assistance in management of WUC owned/controlled sites, and provision and management of additional facilities as may be necessary from time to time to meet WUC operations requirements [eg. Meter Shop located at Rhodes Drive facility] and as necessary to support the Managed Services being provided
(d) Provide after hours Fueling service for WUC vehicles
(e) Provide inside parking for WUC vehicles and allocate space as required

SCHEDULE F
INFORMATION SERVICES

The following information services shall be provided by Utilities to WUC in accordance with this Agreement:

(a) Assistance with all purchase decisions related to computer hardware and software in conjunction with the Schedule D

(b) Installation of all required software updates and upgrades, as required;

(c) Assistance with respect to all licensing issues regarding hardware and software, except for software and hardware excluded by mutual agreement;

(d) Coordination of user training, as required

(e) Provision of a "Help Desk" available for desktop management and trouble shooting during normal business

(f) Provision and monitoring of WUC Internet policy

(g) Security, storage and safekeeping of all electronic data

(h) Application research related new applicable technology and capacity management

(i) Provision and monitoring of services arising out of privacy and access legislation, including the Municipal Freedom of Information and Protection of Privacy Act to the extent and subject to any conditions as may be delegated by WUC to EnWin or any officer of EnWin from time to time, and arising out of WUC's Privacy Policy, including supervision and assistance regarding WUC compliance with all applicable privacy legislation

(j) Provision of and assistance with phone system including use of 255-2727 number and use for WUC purposes of 311 System [ownership and licencing rights of both foregoing held by Utilities] including securing of all necessary hardware, software, licencing, and also including training of staff, and ongoing monitoring of system.

(k) Provide assistance in running queries requested by WUC efficiently

SCHEDULE G
TECHNICAL AND CUSTOMER SERVICES

The following technical and customer services shall be provided by Utilities to WUC in accordance with this Agreement:

(a) Provision of a call center to accept, log and monitor responses to external requests for service work

(b) When required, assistance with aspects of Development Servicing, including:
   (i) Discussions with developers and their representatives to ensure preliminary engineering plans are in compliance with existing municipal codes and standards
   (ii) Negotiations with developers and their representatives with respect to required or requested changes to the agreements
   (iii) Approval of final designs
   (iv) Ensuring that adequate securities are in place

(c) Provision of meter testing, repair and accreditation services in compliance with all statutory requirements, as requested

(d) Provision of meter reading services, including periodic and single purpose reads, as required

(e) To the extent required, control over accuracy and integrity of meter data as it relates to billing, settlement, water management and planning, and provision of general and special purpose reports, as required

(f) To the extent required, Control over accuracy and integrity of account master files, including processing required changes and updates for names, addresses, meter specific information and deposits held on account (where applicable)

(g) Monitor the development of and updates to the company website, and assist in the development and implementation of electronic commerce and external communication strategies
(h) Assist and perform to the extent required, services related to water testing
(i) Accept other methods of payment for customers/contractors
(j) Advise WUC of observed inaccuracies in billing/reading data.

SCHEDULE B
OTHER SERVICES

The following services shall be provided by Utilities Ltd. to WUC in accordance with this Agreement:

(a) Additional Services
- (i) Sorting and delivering all incoming mail and coordinating the posting and processing of outgoing mail
- (ii) Forms management, including design as required
- (iii) Control over office supplies inventory, including disbursements to all areas
- (iv) Supply of Records Management System, providing for coding, tracking, storage, retention and purging in compliance with all governmental standards and requirements
- (v) Coordinate communication with the Board of Directors and shareholder, as required
- (vi) Coordinate communication with outside legal counsel on general corporate issues, as required
- (vii) Provide corporate secretary and official witness services, as required
- (viii) Freedom of Information coordinator, as required
- (ix) Provide President & CEO (General Manager), COO, CFO, and other executive level management as required;
- (x) Provision of all other Senior Management Personnel as may be required by WUC from time to time to perform, Administrative, and Operational Services, including Director of Engineering, Director of Operations Infrastructure, Director Water Production, Chief Engineer, and other engineering management as required

(b) Assist with Water Management Related Services including as required
- (i) Arranging and coordinating Water Engineering Services
- (ii) Arranging and coordinating Water Lab Services
- (iii) Arranging and coordinating Water Metering Services
- (iv) Arranging and coordinating Training Services

SCHEDULE I
FEES

EFFECTIVE AS AT JANUARY 1, 2007

Fees for the services as described in the Agreement shall be calculated based upon Utilities' cost of providing the Managed Services (using the KPMG Cost Allocation Methodology) plus such other return on assets/capital or otherwise permitted in the OEB's Affiliate Relationships Code.

The monthly fee to be paid WUC to Utilities until otherwise mutually agreed shall be $700,000.00 (plus all applicable taxes), being approximately one-twelfth (1/12) of the annual estimated amounts as follows:

Item	Annual Estimated Amount
Administration	$1,852,424.00
Corporate Communications	97,547.00
Customer Service and Billing	972,008.00
Employee Future Benefits	742,885.00
Finance	451,002.00
Fleet Management	500,414.00
Human Resources	317,750.00
Information Technology Support	1,244,695.00
Meter Reading	563,019.00
Purchasing and Inventory Management	169,355.00
Site Services	367,308.00
Operating Costs	$7,278,407.00
Depreciation and Interest	314,316.00
Return on Assets	668,915.00
CIS Asset Charge	296,976.00
Total MSA Fees for 2007	$8,558,614.00

Notes

Amounts shown are based on EnWin Utilities Ltd.'s 2007 approved budget and are subject to change based on the actual financial results on EnWin Utilities Ltd. in 2007.
Amounts shown only represent fees for Managed Services to be charged to WUC.

Within two months after the end of each calendar year the monthly fee paid by WUC shall be reconciled with the actual costs of Utilities providing the Managed Services in that calendar year. Any adjustments arising out of such reconciliation will be paid by the Party owing such adjustment within thirty days after such reconciliation has been completed. Such reconciliations shall be performed by the Auditors of Utilities, and at the request of WUC verified by the Auditors of WUC.

VECC_IRR _20B

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #20B

The 2009 Service Schedules that support the 2009 Services is shown below, by affiliate

	WUC $'s	City $'s	EWE $'s
Administration	2,069,665	266,505	10,164
Corporate Communications	103,489	10,185	986
Customer Service and Billing	1,357,280	1,135,103	5,384
Employee Future Benefits	800,094	170,108	7,104
Finance	638,186	30,129	16,408
Fleet Management	456,388	5,294	176
Human Resources	388,057	37,305	3,613
Information Technology Support	1,702,875	250,520	26,963
Meter Reading	598,327	-	-
Purchasing and Inventory Management	322,927	17,855	549
Site Services	445,177	65,130	2,055
Operating Costs	8,882,465	1,988,134	73,402
Depreciation and Interest	954,708	223,968	14,526
Return on Assets	957,332	224,420	4,080
CIS asset charge	297,096	288,636	
Total MSA fees for 2007	11,091,602	2,725,159	92,008

VECC_IRR_ 20C-1

1. Cost allocation summary - operating costs by department plus enterprise costs (interest, depreciation)

		December-09	EWU - Hydro	EWE - incl Sentinel Lights	WUC	Sewer/City
002	Board of Directors - EWUTL	102,472	97%	1%		3%
010	Executive Office	1,658,859	54%	%	38%	8%
012	Corp Services Senior Manageme	1,166,666	50%	%	41%	9%
014	WUC Senior Mgmt	700,400			100%	
017	VP Finance	218,912	50%	%	41%	9%
018	VP Corporate Services	87,959	50%	%	41%	9%
019	COO Water Division	136,765			100%	
026	Site Services Rhodes Drive	1,160,787	68%	%	29%	2%
028	Fleet Services	1,391,762	69%	%	31%	%
031	Weld Shop	100,169	67%	%	31%	2%
057	Technology Services and Suppo	1,797,002	59%	1%	37%	4%
058	Systems Development	1,647,105	58%	%	39%	2%
060	Director, Information Services	677,289	43%	%	40%	17%
061	Site Services Ouellette Avenue	261,789	45%	%	40%	15%
062	Mail Processing Centre	867,994	35%	%	35%	29%
063	Project Management Office	272,369	58%		42%	
064	Purchasing	203,083	58%		42%	
065	Financial Services	1,249,387	45%	1%	51%	2%
068	Stores	384,675	63%	%	32%	5%
070	Human Resources	923,153	54%	%	42%	4%
077	Cashiers	187,557	35%	%	35%	29%
080	Public Relations	247,122	54%	%	42%	4%
085	EWUTL Retirees	1,864,299	48%	%	43%	9%
090	Call Centre	2,804,594	35%	%	35%	29%
091	311 Call Centre	283,500	40%		47%	13%
093	Meter Reading Services	1,329,616	55%		45%	
Total operating costs		21,725,286	49.63%	0.34%	40.89%	9.15%
			10,781,284	**73,402**	**8,882,466**	**1,988,134**

Operating costs allocated directly		21,725,286	10,781,284	73,402	8,882,466	1,988,134
Depreciation		2,342,068	1,230,235	7,494	880,371	223,968
Interest (net interest earned)		276,000	194,631	7,032	74,337	-
Working Capital Gross Up	1.35%	293,732	145,766	992	120,094	26,880
Return on assets		2,615,386	1,577,520	3,087	837,238	197,540
Total costs + return to allocate		**27,252,473**	**13,929,436**	**92,008**	**10,794,506**	**2,436,522**
			51.11%	0.34%	39.61%	8.94%

VECC_IRR_ 20C-2

KPMG

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www.kpmg.ca

Ms. Victoria Zuber
Director of Finance
Enwin Utilities Ltd.
787 Ouellette Avenue
Windsor, ON
N9A 4J4

May 11, 2005

Dear Ms. Zuber:

Development of a Cost Allocation Methodology

Enwin Utilities ("EwU") retained KPMG to help it develop a Cost Allocation Methodology to support the calculation of transfer prices for EwU's customer base. EwU provides a variety of support services to a number of affiliated corporations and external customers. EwU needs to have a methodology for appropriately allocating the costs of its services to these various end-user entities.

In this letter, we briefly discuss the approach used to develop a Cost Allocation framework, the methodology involved, and the overall results.

Background

EwU provides a wide variety of support services to its customers. These services include customer service and billing, information technology support, human resources, finance and administration, and fleet management. Two customers account for the majority of activities and costs within EwU: these are Enwin PowerLines ("EwP") and the Windsor Utility Corporation ("WUC"). Other customers include MaXess, an affiliate corporation providing telecommunications services, and Enwin Energy ("EwE"). The City of Windsor and a number of external utility customers complete the customer complement.

To justify the transfer prices that it charges for services provided, EwU requires a defensible process for allocating its costs among the end-user entities. For EwP, the cost allocation process must satisfy the Ontario Energy Board's ("OEB") regulatory requirements. Among other things, the OEB requires that EwP pay no more than fair market value for any services rendered. If fair market value benchmarks are not available, charges must be no greater than a cost-based price. Cost can include an appropriate return on capital employed.

Approach

Working in concert with EwU, KPMG helped to structure the cost allocation approach. KPMG also developed a spreadsheet financial model that can be used by EwU to refine the cost allocation approach going forward. It should be noted that the results of the cost allocation methodology are driven primarily by information provided by management at EwU and at the end-user companies. Relevant inputs include detailed cost data for individual departments within EwU and information on the factors that determine the costs shown. The accuracy of the cost allocations is very dependent on these important inputs.

The bases for the cost allocation work were detailed financial statements for fiscal 2004 for individual departments in EwU. These individual department statements contain a detailed breakdown of actual operating costs incurred by line item (e.g. salaries, purchased services, supplies).

As a first step in the process, a representative from KPMG and the EwU Finance Department interviewed managers responsible for each of the departments. These interviews were used to gain an understanding of the drivers of costs within each department. By driver, we mean a causal link between the costs in that department and the customers served by that department. For an individual department within EwU, customers can include other departments within EwU, as well as external customers at affiliate companies (e.g., EwP or WUC).

The level of disaggregation required varied by department. In some departments, the total costs within the department could be allocated at a high level by one driver. For example, total costs in the Human Resources Department were allocated out to other departments and end-user companies based on the number of full-time equivalent employees in each. In other cases, allocations were done separately for individual line items or groups of line items within a department. The overall allocation of costs from such a department was therefore a weighted average of individual allocation decisions for different expense items.

Many cost drivers were based on general measures of activity or volume among end-users. These included:

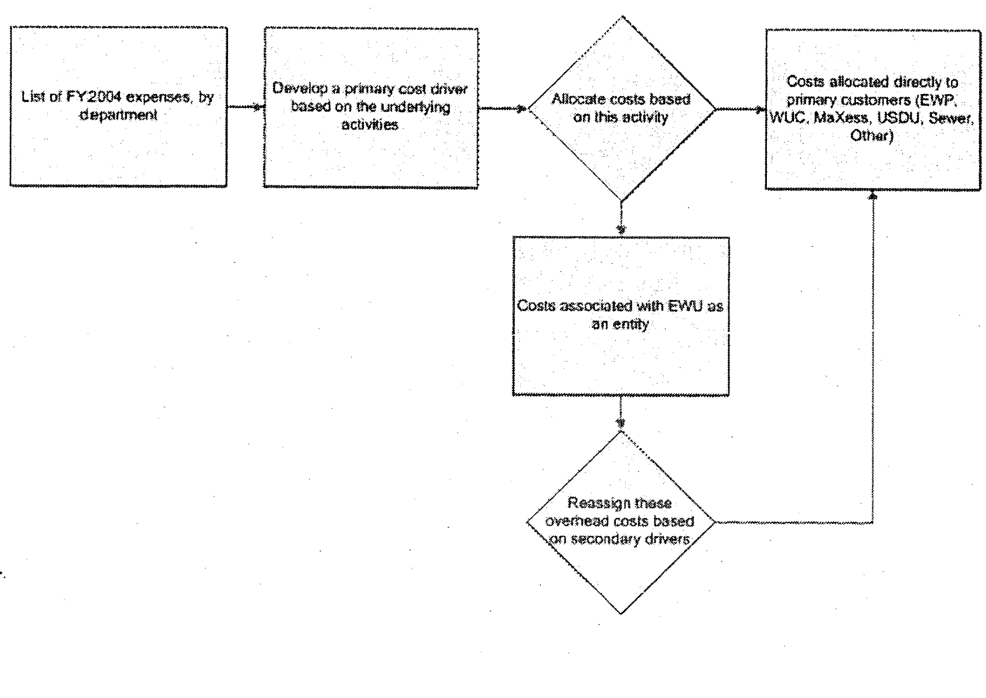
- The number of full-time equivalent staff.
- The square footage of space occupied.

- Number of customers served.
- Number of meters.
- Number of computers.

In some other cases, drivers were developed from detailed information provided by staff with respect to the time that they spent on various functions or customers. For example, employees within the Stores Department track their time using a work order system. This allows their time to be accurately allocated to the end-user entities that use the Stores Department. Similarly, for most executive staff, cost allocations were based on individuals' personal estimates of the time that they spend on various activities or organizational entities.

A Two-Step Process Is Used

Because all of the costs of EwU need to be allocated to end-user customers, a two-step cost allocation process is required. Many departments within EwU provide services to other departments within EwU. For example, the Human Resources Department within EwU provides services to other EwU departments, as well as to the end-user companies (e.g., EwP or WUC). Thus, Human Resource costs that end up in other EwU departments need to be allocated out to these other end-user customers in a second stage of the cost allocation process. Other departments whose costs must be allocated through this two-step process include Information Technology and Fleet Management. Our general approach is that costs that have been allocated to any given EwU department from other EwU departments should be allocated out from the recipient department to end-user entities (e.g. EwP and WUC) in the same proportion as costs were allocated out in the first pass. Our spreadsheet model is structured to implement this two-step process. The process is shown conceptually in the diagram below.



For some departments, no secondary cost allocation step is required. For example, the Meter-reading Department has all of its costs allocated to end-user companies based on the number of meters served. No costs are allocated to other departments within EwU and, thus, there are no "residual costs" that need to be allocated in a second stage. Some departments are allocated entirely to one end-user company. In particular, there are a number of departments who service only Enwin PowerLines. These include Operations, Hydro Administration and Systems Control.

Allocation of Depreciation and Interest

Depreciation costs were allocated using a similar approach. Depreciation expense of $2.4 million was broken down by major assets or groups of assets. For each asset grouping, a driver was selected that would best approximate the underlying usage for that asset.

In the case of interest revenue and expenses, costs were allocated based on an analysis of cash balances and the underlying revenues that determine those balances.

Return on Assets

The Cost Allocation Model also includes an uplift charge to account for the required return on assets within EwU. The return on assets includes a return both on fixed assets and on deemed working capital. The return on assets calculation is broken down into a return on debt and a return on equity in accordance with OEB Guidelines for electricity distribution companies. These guidelines were followed for all end-users and not just EwP. Accordingly, the return on assets achieved by EwU for services rendered is consistent across the end-user companies. An allowance for corporate income taxes payable on any return on equity is included in the calculation. The uplift for return on assets accounts for approximately $2.9 million out of total costs of $27.3 million allocated out from EwU.

Fair Market Value

The model does not include a comparison of allocated costs to fair market value benchmarks. We understand that EwU will be undertaking such a comparison, where possible, in the future.

Summary of Results

The total costs to be allocated through the cost allocation methodology are $27.3 million. The percentage allocation of these costs are shown in the Exhibit below. As can be seen, EwP and WUC account for the majority of costs within EwU.

Name of the Entity	Percentages
Enwin PowerLines (EwP)	62%
Enwin Energy (EwE)	1%
Windsor Utilities Commission (WUC)	24%
MaXess	4%
External (e.g. USDU)	3%
Sewer	5%
Total	100%

Process for Updates

KPMG has provided the spreadsheet framework to EwU personnel and has trained them in its use. Accordingly, updates to the cost allocation results can be performed by EwU as circumstances changes.

Please give me a call at 416-777-3206 if you have any questions about our cost allocation methodology and spreadsheet framework. As noted in the introduction, our work is designed to support a defensible basis for cost allocation by EwU among the end-user entities.

Yours truly

Jonathan M Erling, P.Eng.
Director

VECC_IRR_ 20E

Organizational and Interorganizational Overview of *ENWIN* Utilities Ltd. and Associated Organizations

2009 Cost of Service Rate Application – Affiliate Study
Prepared by: Andrew J. Sasso
Prepared on: March 3, 2008

Interorganizational Overview

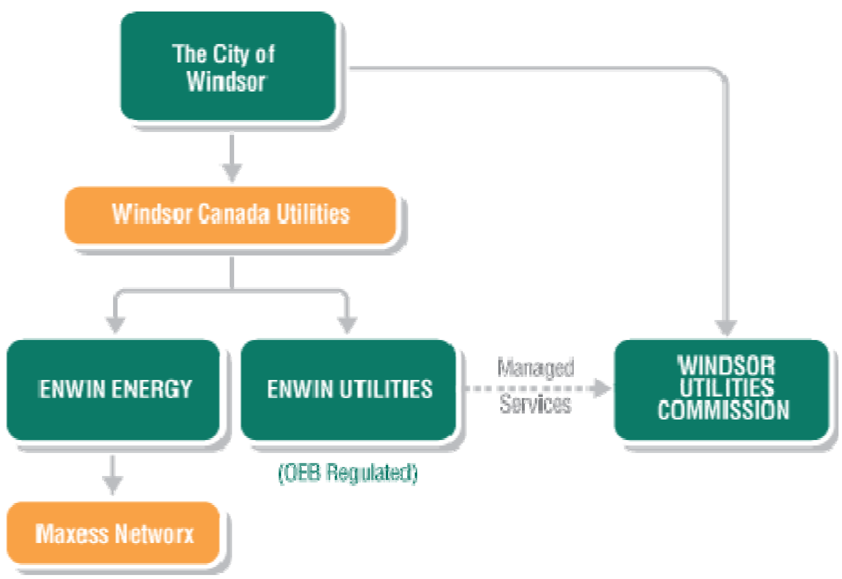
The City of Windsor (CW) is the sole shareholder of Windsor Canada Utilities Ltd. (WCU).

WCU is the sole shareholder of *ENWIN* Energy Ltd. (EWE) and *ENWIN* Utilities Ltd. (EWU).

EWE owns and operates MaXess Networx®, a telecom company.

The CW is the municipality for which the Windsor Utilities Commission (WUC) is a municipal services board, as defined by the *Municipal Act, 2001*. The WUC is a public utility that provides water service and operates District Energy, a downtown district heating and cooling system.

Where services are shared, the KMPG Cost Allocation Model is used to allocate costs.



Organizational Overviews

City of Windsor (CW)
Mayor: Eddie Francis **City Councillors:** David Brister Drew Dilkens Jo-Anne Gignac Alan Halberstadt Percy Hatfield Ron Jones Ken Lewenza Jr. Bill Marra Caroline Postma Fulvio Valentinis

The CW Public Works Department provides waste water services to Windsor.

The CW is the sole shareholder of Windsor Canada Utilities.

The CW oversees the WUC, one of the CW's municipal service boards.

The CW appoints the directors of WCU, EWU, EWE and the WUC commissioners.

<table>
<tr><td colspan="2">Windsor Canada Utilities (WCU)</td></tr>
<tr><td colspan="2">Board of Directors:
David Brister
Eddie Francis
Jo-Anne Gignac
Ron Jones
Marty Komsa
Vic Neufeld</td></tr>
<tr><td colspan="2">President and CEO:
Maxwell Zalev</td></tr>
<tr><td>CFO and VP Finance:
Victoria Zuber</td><td>VP Corporate Services:
[vacant]*</td></tr>
</table>

* Joe Levack served as VP Corporate Services until being seconded into the role of VP Hydro in May 2007. It is anticipated that Joe will return to VP Corporate Services upon the appointment of a new VP Hydro in 2008.

WCU is the sole shareholder of *EnWin* Utilities Ltd.

WCU is the sole shareholder of *EnWin* Energy Ltd.

<table>
<tr><td colspan="6">ENWIN Utilities Ltd. (EWU)</td></tr>
<tr><td colspan="6">Board of Directors:
Keith Andrews
Eddie Francis
Marty Komsa
Doug Lawson
Vic Neufeld
Fulvio Valentinis</td></tr>
<tr><td colspan="6">President and CEO:
Maxwell Zalev</td></tr>
<tr><td>CFO and VP Finance:
Victoria Zuber</td><td>VP Hydro:
Joe Levack</td><td>VP Water:
John Wladarski</td><td>VP Employee and Customer Relations:
Michael McKinnon</td><td>VP Corporate Services:
[vacant]*</td><td>Manager Corporate Communications:
Sylvia de Vries</td></tr>
</table>

* See WCU note above.

EWU is an OEB-regulated LDC.

EWU provides services** to the CW, EWE and the WUC.

** Services may include the use of facilities or other managed services.

ENWIN Energy Ltd. (EWE)
Board of Directors: Nancy Creighton Eddie Francis Federica Nazzani Fulvio Valentinis Maxwell Zalev
President: Victoria Zuber
VP: Phil Partington

EWE is a non-OEB regulated company that provides telecom and conservation and demand management services to the marketplace, including to EWU.

<table>
<tr><th colspan="4">Windsor Utilities Commission (WUC)</th></tr>
<tr><td colspan="4">Commissioners:
James Drummond
Eddie Francis
Ron Jones
Ken Lewenza Jr.
Rocco Lucente
Bill Marra
Karen Bethune Plunkett
George Sandala
Loretta Stoyka</td></tr>
<tr><td colspan="4">General Manager:
Maxwell Zalev</td></tr>
<tr><td>CFO and VP Finance:
Victoria Zuber</td><td>VP Water:
John Wladarski</td><td>VP Employee and Customer Relations:
Michael McKinnon</td><td>VP Corporate Services:
[vacant]*</td></tr>
</table>

* See WCU note above.

The WUC is a municipal services board and public utility that provides water services in Windsor.

VECC_IRR_ 20H

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #20 H

2009 Major Cost Drivers and 2009 Costs allocated to each Affiliate:

Cost Driver	EWU	EWE	WUC	City
Direct Assignments	9,000	-	849,285	-
Meters	733,157	-	599,855	-
Board of Directors	99,398	512	-	2,562
Customer Care	1,781,264	7,050	1,775,035	1,486,149
Executives (Overhead)	1,307,913	8,905	1,077,586	241,192
Finance Staff	587,254	20,157	722,981	4,031
Fleet	1,311,574	158	606,429	4,584
Floor Space	2,706,337	4,841	1,240,702	156,698
Gross Revenue	194,631	-	165,369	-
Intercompany Balances	-	7,032	(91,032)	-
IT Consultants	281,675	2,575	261,206	111,185
IT Development	1,440,344	6,652	966,644	56,493
IT Networking	23,953	272	16,363	2,060
IT User Support	1,044,991	19,680	648,884	61,446
Staffing	1,629,203	12,630	1,379,963	227,176
Motorola CSR	113,485	-	131,856	38,159
Purchasing	276,806	-	198,646	-
Stores	242,687	550	124,639	17,906
Working Capital Gross Up	145,766	992	120,094	26,880
Total	**13,929,436**	**92,008**	**10,794,506**	**2,436,522**

VECC_IRR_ 21A

Enwin Utilities Ltd.
EB-2008-0227

VECC IR #21A

	2007	2008	2009
Total Cost Allocated to EWU and Affiliates	21,463,799	24,056,076	27,252,473
Variance between 2007 and 2009			5,788,674

Categories as desrcibed in the Affiliate Report, as prepared by BDR North America,
Exhibit 4, Tab 2, Schedule 4, Attachment B

Further detail of this variance between 2007 and 2009 is as follows:

Human Resources services	1,261,491
Finance and accounting services	152,747
Billing and collection services	(8,929)
Purchasing and inventory managed services	297,973
Fleet and site managed services	379,547
Information services	1,236,290
Technical and customer services	674,609
Other services	371,327
Depreciation and Interest	913,487
Return on assets	510,132
Total	**5,788,674**

For further detailed variance explanations, please refer to Exhibit 4, Tab 2, Schedule 1.

VECC_IRR_ 21B

Enwin Utilities Ltd.
EB-2008-0227

Vecc IR #21B

Breakdown of 2009 Outbound services to Affiliates based on figure 4-2-4 D

	Shared Services	**(1)**	**Direct Services - from chart below**	**(2)**	**Total**
WUC	$ 10,794,506		$ 297,096		$ 11,091,602
City	$ 2,436,522		$ 288,636		$ 2,725,158
EWE	$ 92,008				$ 92,008
Maxess	$ -				$ -
Maxium	$ -				$ -

(1) - reflects costs shownin Figure 4-2-4-D for total costs allocated to EWU for distribution. This represents costs of shared services.

(2) - based on directly assigned costs and shown in Table 2, page 8 -10 of the BDR report in Exh 4/Tab2/Sch 4, Attachment B. The information from this chart for all outbound services has been reproduced below with 2009 cost estimates.

Affiliate	Nature of Product or Service	2009 Cost
City	Electricity Services	- not tracked separately for this customer, or included in 2009 forecast of costs.
	CIS asset use	$ 288,636
	Festive Lighing and street light related services	- not applicable for 2009
	Miscellaneous field work - relocations etc	- not tracked separately or specifically budgeted for in 2009 forecast of costs.
EWE	CIS Asset Use	$ -
	Sentinel Light Maintenance	- not applicable for 2009
	Maintenance Crew	- not tracked separately or specifically budgeted for in 2009 forecast of costs.
WUC	Electricity Services	- not tracked separately for this customer, or included in 2009 forecast of costs.
	CIS asset use	$ 297,096
	Securing Poles at WUC excavation	- not tracked separately for this customer, or included in 2009 forecast of costs.
	Stores issed materials	- not tracked separately for this customer, or included in 2009 forecast of costs.

VECC_IRR_ 27B

Enwin Utilities Ltd.
EB-2008-0227

VECC IR#27B

Calculation of the effective debenture cost rate is 6.81% and is shown calculated below in the table. The table below also shows a new blended debt cost rate of 6.76%, assuming a 6% interest rate for the City Note.

2009 Debt Balances

Description	Amount	Issue Date (dd-mmm-yyyy)	Term Date (dd-mmm-yyyy)	Interest Rate (a)	Other Costs (b)	Due to Affiliate?	Annual Cost (c)
Debentures	50,000,000	15-Aug-2002	15-Aug-2012	6.45%	179,832	NO	3,404,832
Promissory Note	3,255,973	20-Dec-2001	31-Dec-2009	6.00%		YES	195,358

Description	Effective Rate (1)	Days o/s in 2009	Average Balance	2009 Cost	2009 Ending Balance	Debt o/s USA #	Int. Expense USA #
Debentures	6.81%	365	50,000,000	3,404,832	50,000,000	2505	6005
Promissory Note	6.00%	365	3,255,973	195,358		2260	6005
TOTAL	**6.76%**		**53,255,973**	**3,600,190**	**50,000,000**		

(a) For debt held issued prior to 4-May-2006 represents the previously approved rate.
(b) Annual charges other than interest (e.g. commitment fees, amortization of issuance costs, etc.)
(c) For debt issued to an affiliate since 4-May-2006, represents the lower of (i) actual cost and (ii) cost based on the deemed debt rate

Note (1) - Effective rate is calculating by annual cost/amount

VECC_IRR_ 29B

ENWIN CA MODEL REVISED FOR VECC #29

Rate Base Assets		Total	1 Residential	2 GS <50	3 GS>50-Regular	6 Large Use >5MW	7 Street Light	8 Sentinel	9 Unmetered Scattered Load	12 Intermediate (3000 - 4999 kW)	13 Large Use - 3TS	14 Large Use - Ford Annex
crev	Distribution Revenue (sale)	$43,220,381	$20,159,314	$5,491,607	$12,268,933	$1,329,334	$486,780	$82,292	$225,116	($27,603)	$2,090,544	$1,114,063
mi	Miscellaneous Revenue (mi)	$3,078,717	$1,973,377	$428,570	$537,062	$55,002	$56,795	$5,307	$6,838	$14,840	$594	$332
	Total Revenue	$46,299,098	$22,132,691	$5,920,177	$12,805,995	$1,384,336	$543,575	$87,599	$231,954	($12,763)	$2,091,138	$1,114,395
	Expenses											
di	Distribution Costs (di)	$3,326,019	$1,722,650	$362,235	$745,342	$113,562	$319,549	$21,038	$11,126	$30,516	$0	$0
cu	Customer Related Costs (cu)	$6,845,336	$4,928,778	$1,138,029	$726,256	$20,272	$2,567	$1,842	$5,735	$9,326	$5,877	$6,655
ad	General and Administration (ad)	$12,341,401	$8,003,927	$1,806,404	$1,836,444	$173,272	$405,946	$28,688	$20,845	$51,112	$6,893	$7,870
dep	Depreciation and Amortization (dep)	$8,546,993	$4,169,032	$976,395	$2,361,038	$356,851	$530,583	$34,937	$20,732	$95,944	$21	$1,460
INPUT	PILs (INPUT)	$692,477	$341,320	$78,852	$185,144	$27,516	$47,227	$3,110	$1,795	$7,400	$1	$112
INT	Interest	$5,200,428	$2,563,277	$592,169	$1,390,412	$206,643	$354,670	$23,353	$13,480	$55,571	$11	$843
	Total Expenses	$36,952,654	$21,728,984	$4,954,084	$7,244,635	$898,116	$1,660,543	$112,967	$73,712	$249,869	$12,803	$16,940
	Direct Allocation	$3,232,940	$0	$0	$0	$0	$0	$0	$0	$0	$2,055,402	$1,177,538
NI	Allocated Net Income (NI)	$6,418,997	$3,163,906	$730,926	$1,716,215	$255,064	$437,776	$28,825	$16,639	$68,592	$13	$1,040
	Revenue Requirement (includes NI)	$46,604,591	$24,892,891	$5,685,010	$8,960,850	$1,153,181	$2,098,319	$141,792	$90,351	$318,461	$2,068,218	$1,195,519
		Revenue Requirement Input equals Output										
	Rate Base Calculation											
	Net Assets											
dp	Distribution Plant - Gross	$166,199,761	$81,961,522	$18,964,855	$44,413,975	$6,540,340	$11,353,894	$747,563	$431,060	$1,758,704	$263	$27,586
gp	General Plant - Gross	$1,074,234	$529,738	$122,229	$287,672	$42,236	$73,224	$4,821	$2,784	$11,358	$2	$170
accum dep	Accumulated Depreciation	($33,105,275)	($16,328,522)	($3,821,090)	($8,772,244)	($1,307,470)	($2,281,666)	($150,215)	($86,080)	($351,502)	($1)	($6,485)
co	Capital Contribution	($4,691,492)	($2,343,597)	($522,579)	($1,311,433)	($130,517)	($315,114)	($20,746)	($12,144)	($35,074)	$0	($289)
	Total Net Plant	$129,477,228	$63,819,142	$14,743,415	$34,617,969	$5,144,589	$8,830,338	$581,423	$335,620	$1,383,486	$264	$20,983
	Directly Allocated Net Fixed Assets	$24,964,954	$0	$0	$0	$0	$0	$0	$0	$0	$15,188,370	$9,776,584
COP	Cost of Power (COP)	$190,913,933	$48,821,080	$18,200,337	$76,304,359	$16,414,745	$1,191,034	$85,049	$335,723	$7,011,585	$21,834,468	$715,554
	OM&A Expenses	$22,512,756	$14,655,355	$3,306,669	$3,308,041	$307,106	$728,063	$51,567	$37,705	$90,954	$12,770	$14,525
	Directly Allocated Expenses	$355,142	$0	$0	$0	$0	$0	$0	$0	$0	$295,289	$59,853
	Subtotal	*$213,781,831*	*$63,476,435*	*$21,507,005*	*$79,612,401*	*$16,721,851*	*$1,919,097*	*$136,616*	*$373,429*	*$7,102,539*	*$22,142,526*	*$789,932*
	Working Capital	$32,067,275	$9,521,465	$3,226,051	$11,941,860	$2,508,278	$287,865	$20,492	$56,014	$1,065,381	$3,321,379	$118,490
	Total Rate Base	$186,509,457	$73,340,607	$17,969,466	$46,559,829	$7,652,867	$9,118,203	$601,916	$391,634	$2,448,867	$18,510,013	$9,916,056
		Rate Base Input equals Output										
	Equity Component of Rate Base	$83,929,256	$33,003,273	$8,086,260	$20,951,923	$3,443,790	$4,103,191	$270,862	$176,235	$1,101,990	$8,329,506	$4,462,225
	Net Income on Allocated Assets	$6,113,504	$403,707	$966,093	$5,561,360	$486,219	($1,116,967)	($25,368)	$158,242	($262,631)	$22,933	($80,083)
	Net Income on Direct Allocation Assets	$1,134,635	$0	$0	$0	$0	$0	$0	$0	$0	$690,298	$444,337
	Net Income	$7,248,139	$403,707	$966,093	$5,561,360	$486,219	($1,116,967)	($25,368)	$158,242	($262,631)	$713,231	$364,254
	RATIOS ANALYSIS											
	REVENUE TO EXPENSES %	99.34%	88.91%	104.14%	142.91%	120.05%	25.91%	61.78%	256.72%	-4.01%	101.11%	93.21%
	EXISTING REVENUE MINUS ALLOCATED COSTS	($305,493)	($2,760,200)	$235,167	$3,845,145	$231,155	($1,554,744)	($54,193)	$141,603	($331,223)	$22,920	($81,123)
	RETURN ON EQUITY COMPONENT OF RATE BA	8.64%	1.22%	11.95%	26.54%	14.12%	-27.22%	-9.37%	89.79%	-23.83%	8.56%	8.16%
	Adjusted Revenue	$46,604,591	$22,278,728	$5,959,240	$12,890,493	$1,393,470	$547,162	$88,177	$233,485	($12,847)	$2,104,936	$1,121,748
	Adjusted Revenue to Expense %	**100.00%**	**89.50%**	**104.82%**	**143.85%**	**120.84%**	**26.08%**	**62.19%**	**258.42%**	**-4.03%**	**101.78%**	**93.83%**

VECC_IRR_30A

Appendix 7-2

Revenue Requirement Summary

Rate Base		
2008 ending Net Fixed Assets	168,311,618	
2009 ending Net Fixed Assets	174,945,697	
Average Net Fixed Assets		171,628,658
Working Capital Allowance Base	196,036,797	
Working Capital Allowance	15.0%	29,405,520
Rate Base		**201,034,177**
Return On Rate Base		
Deemed Short-Term Debt %	4.00%	8,041,367
Deemed Long-Term Debt %	56.00%	112,579,139
Deemed Equity %	40.00%	80,413,671
Short-Term Interest	4.47%	359,449
Long-Term Interest	6.77%	7,617,416
Return On Equity	8.57%	6,891,452
Return On Rate Base		**14,868,316**
Distribution Expenses & Taxes		
OM&A	25,282,116	
Amortization	11,487,968	
PILs/Taxes	2,597,154	**39,367,238**
Revenue Offsets		**-2,443,803**
Distribution Revenue Requirement		**51,791,751**
Distribution Revenue at Existing Rates	*44,664,445*	
Revenue Sufficiency (Deficiency)	***-7,127,306***	

VECC_IRR _35

Modified Using 2008 Rates and Substituted Columns

Customer Class Name	Fixed Charge			Variable Charge					
	Rate	Volume	Revenue	Rate	Volume	Revenue	Revenue from Fixed (%)	Revenue from Variable (%)	Contribution to Revenue
Residential	$8.39	917,268	7,695,879	$0.0211	642,120,095	13,548,734	36%	64%	46.1%
General Service Less Than 50 kW	$24.11	84,948	2,048,096	$0.0155	242,703,228	3,761,900	35%	65%	12.6%
General Service 50 - 4,999 kW	$323.47	14,280	4,619,152	$3.3050	2,601,990	8,599,577	35%	65%	28.7%
General Service 3,000 to 4,999 kW - Intermediate Use	$432.23	36	15,560	$0.3996	141,807	56,666	22%	78%	0.2%
Large Use - Regular	$6,436.04	72	463,395	$1.8554	539,634	1,001,237	32%	68%	3.2%
Large Use - 3TS	$21,634.48	36	778,841	$2.1979	637,577	1,401,330	36%	64%	4.7%
Large Use - Ford Annex	$100,188.11	12	1,202,257	$0.0000	133,262	0	100%	0%	2.6%
Unmetered Scattered Load	$28.60	10,632	304,075	$0.0000	4,199,811	0	100%	0%	0.7%
Back-up/Standby Power	$0.00	0	0	$0.0000	0	0	0%	0%	0.0%
Sentinel Lighting	$4.88	9,240	45,091	$0.0000	2,586	0	100%	0%	0.1%
Street Lighting	$1.90	280,200	532,380	$0.0000	48,555	0	100%	0%	1.2%
TOTAL			**17,704,727**			**28,369,444**			**100%**

Net of Transformer Allowance

Customer Class Name	Net Revenue			Net Revenue Split			
	Fixed Charge Revenue	Variable Charge Revenue	Transf. Owners. Credits	Fixed Revenue %	Variable Revenue %	Transf. Owners. %	Contribution to Revenue %
Residential	7,695,879	13,548,734		36.2%	63.8%	0.0%	47.6%
General Service Less Than 50 kW	2,048,096	3,761,900	-231	35.3%	64.8%	0.0%	13.0%
General Service 50 - 4,999 kW	4,619,152	8,599,577	-558,323	36.5%	67.9%	-4.4%	28.3%
General Service 3,000 to 4,999 kW - Intermediate Use	15,560	56,666	-85,097	-120.9%	-440.3%	661.2%	0.0%
Large Use - Regular	463,395	1,001,237	-350,632	41.6%	89.9%	-31.5%	2.5%
Large Use - 3TS	778,841	1,401,330	-415,443	44.1%	79.4%	-23.5%	4.0%
Large Use - Ford Annex	1,202,257	0		100.0%	0.0%	0.0%	2.7%
Unmetered Scattered Load	304,075	0		100.0%	0.0%	0.0%	0.7%
Back-up/Standby Power	0	0		N/A	N/A	N/A	N/A
Sentinel Lighting	45,091	0		100.0%	0.0%	0.0%	0.1%
Street Lighting	532,380	0		100.0%	0.0%	0.0%	1.2%
TOTAL	**17,704,727**	**28,369,444**	**-1,409,726**	**39.6%**	**63.5%**	**-3.2%**	**100.0%**

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F3 Cost Allocation

Customer Class Name	REVENUE ALLOCATION (sheet O1) Service Revenue Requirement	%	Miscellaneous Revenue (mi)	%	Base Revenue Requirement *	%	Revenue to Expenses %
Residential	25,584,988	52.78%	1,973,308	64.10%	23,611,680	52.02%	87.81%
General Service Less Than 50 kW	5,813,100	11.99%	428,550	13.92%	5,384,550	11.86%	103.40%
General Service 50 - 4,999 kW	9,905,900	20.44%	537,138	17.45%	9,368,762	20.64%	137.01%
General Service 3,000 to 4,999 kW - Inte	316,000	0.65%	14,838	0.48%	301,162	0.66%	40.70%
Large Use - Regular	1,019,300	2.10%	54,996	1.79%	964,304	2.12%	172.96%
Large Use - 3TS	2,067,143	4.26%	594	0.02%	2,066,549	4.55%	122.01%
Large Use - Ford Annex	1,194,301	2.46%	332	0.01%	1,193,969	2.63%	94.84%
Unmetered Scattered Load	97,628	0.20%	6,838	0.22%	90,790	0.20%	241.19%
Back-up/Standby Power							
Sentinel Lighting	155,846	0.32%	5,308	0.17%	150,538	0.33%	57.08%
Street Lighting	2,316,441	4.78%	56,814	1.85%	2,259,627	4.98%	23.81%
TOTAL (from Column C of sheet O1)	**48,470,647**	**100.00%**	**3,078,717**	**100.00%**	**45,391,930**	**100.00%**	**100.00%**
	OK	**OK**	**OK**	**OK**	**OK**	**OK**	

** Service Revenue Requirement less Miscellaneous Revenue*

Customer Class Name	CUSTOMER UNIT COST PER MONTH (sheet O2) Avoided Costs (Minimum Charge)	Directly Related	Minimum System with PLCC * adjustment	Existing Fixed Rate	Maximum Charge **
Residential	$4.80	$9.90	$16.60	$8.39	$16.60
General Service Less Than 50 kW	$13.26	$26.20	$34.41	$24.11	$34.41
General Service 50 - 4,999 kW	$44.39	$92.38	$104.09	$323.47	$323.47
General Service 3,000 to 4,999 kW - Inte	$104.66	$276.17	$276.17	$432.23	$432.23
Large Use - Regular	$119.07	$433.58	$433.58	$6,436.04	$6,436.04
Large Use - 3TS	$0.27	$0.27	$0.27	$21,634.48	$21,634.48
Large Use - Ford Annex	$0.27	$0.27	$0.27	$100,188.11	$100,188.11
Unmetered Scattered Load	$0.29	$1.00	$7.15	$28.60	$28.60
Back-up/Standby Power					
Sentinel Lighting	$0.02	$0.12	$8.47	$4.88	$8.47
Street Lighting	$0.01	$0.02	$8.37	$1.90	$8.37

** PLCC = 'Peak Load Carrying Capability'*

*** Greater of 'Directly Related', 'Minimum System with PLCC adjustment', and Existing Fixed Rate*

C4 Revenue from Current Distribution Charges

Rates from sheet C3; Volumes from sheet C1

Customer Class Name	2008 PROJECTED DISTRIBUTION REVENUE AT EXISTING RATES							
	Fixed Rate	Customers (Connections)	Fixed Charge Revenue	Variable Rate	per	Volume	Variable Charge Revenue	TOTAL
Residential	$8.3900	76,439	7,695,879	$0.0211	kWh	651,371,731	13,743,944	21,439,822
General Service Less Than 50 kW	$24.1100	7,079	2,048,096	$0.0155	kWh	245,035,845	3,798,056	5,846,152
General Service 50 - 4,999 kW	$323.4700	1,190	4,619,152	$3.3050	kW	2,649,212	8,755,646	13,374,797
General Service 3,000 to 4,999 kW -	$432.2300	3	15,560	$0.3996	kW	140,072	55,973	71,533
Large Use - Regular	$6,436.0400	6	463,395	$1.8554	kW	679,517	1,260,776	1,724,171
Large Use - 3TS	$21,634.4800	3	778,841	$2.1979	kW	658,654	1,447,656	2,226,497
Large Use - Ford Annex	$100,188.1100	1	1,202,257		kW	133,790		1,202,257
Unmetered Scattered Load	$28.6000	886	304,075		kWh	4,245,819		304,075
Back-up/Standby Power				$0.5589	kW			
Sentinel Lighting	$4.8800	770	45,091		kW	2,681		45,091
Street Lighting	$1.9000	23,350	532,380		kW	48,555		532,380
Gross Revenue (before Transformer Allowances)			17,704,727				29,062,049	46,766,776
Transformer Allowances				($0.6000)	kW	2,539,425	(1,523,655)	(1,523,655)
Total Revenue			**17,704,727**				**27,538,394**	**45,243,121**
Less: Pass-through amount embedded in distribution rates *								
DISTRIBUTION REVENUE			**17,704,727**				**27,538,394**	**45,243,121**

Customer Class Name	2009 PROJECTED DISTRIBUTION REVENUE AT EXISTING RATES							
	Fixed Rate	Customers (Connections)	Fixed Charge Revenue	Variable Rate	per	Volume	Variable Charge Revenue	TOTAL
Residential	$8.3900	76,439	7,695,879	$0.0211	kWh	642,120,095	13,548,734	21,244,613
General Service Less Than 50 kW	$24.1100	7,079	2,048,096	$0.0155	kWh	242,703,228	3,761,900	5,809,996
General Service 50 - 4,999 kW	$323.4700	1,190	4,619,152	$3.3050	kW	2,601,990	8,599,577	13,218,729
General Service 3,000 to 4,999 kW -	$432.2300	3	15,560	$0.3996	kW	141,807	56,666	72,226
Large Use - Regular	$6,436.0400	6	463,395	$1.8554	kW	539,634	1,001,237	1,464,632
Large Use - 3TS	$21,634.4800	3	778,841	$2.1979	kW	637,577	1,401,330	2,180,172
Large Use - Ford Annex	$100,188.1100	1	1,202,257		kW	133,262		1,202,257
Unmetered Scattered Load	$28.6000	886	304,075		kWh	4,199,811		304,075
Back-up/Standby Power				$0.5589	kW			
Sentinel Lighting	$4.8800	770	45,091		kW	2,586		45,091
Street Lighting	$1.9000	23,350	532,380		kW	48,555		532,380
Gross Revenue (before Transformer Allowances)			17,704,727				28,369,444	46,074,171
Transformer Allowances				($0.6000)	kW	2,349,543	(1,409,726)	(1,409,726)
Total Revenue			**17,704,727**				**26,959,719**	**44,664,445**
Less: Pass-through amount embedded in distribution rates *								
DISTRIBUTION REVENUE			**17,704,727**				**26,959,719**	**44,664,445**

** per revenue amounts on sheet C2 e.g. Low Voltage*

C4 Revenue from Current Distribution Charges

Rates from sheet C3; Volumes from sheet C1

Customer Class Name	PROJECTED REVENUE FROM DISTRIBUTION CHARGES AT EXISTING RATES					
	2008 Fixed %	2008 Variable %	2008 Total %	2009 Fixed %	2009 Variable %	2009 Total %
Residential	35.90%	64.10%	45.84%	36.23%	63.77%	46.11%
General Service Less Than 50 kW	35.03%	64.97%	12.50%	35.25%	64.75%	12.61%
General Service 50 - 4,999 kW	34.54%	65.46%	28.60%	34.94%	65.06%	28.69%
General Service 3,000 to 4,999 kW -	21.75%	78.25%	0.15%	21.54%	78.46%	0.16%
Large Use - Regular	26.88%	73.12%	3.69%	31.64%	68.36%	3.18%
Large Use - 3TS	34.98%	65.02%	4.76%	35.72%	64.28%	4.73%
Large Use - Ford Annex	100.00%		2.57%	100.00%		2.61%
Unmetered Scattered Load	100.00%		0.65%	100.00%		0.66%
Back-up/Standby Power						
Sentinel Lighting	100.00%		0.10%	100.00%		0.10%
Street Lighting	100.00%		1.14%	100.00%		1.16%
TOTAL	**39.13%**	**60.87%**	**100.00%**	**39.64%**	**60.36%**	**100.00%**

C4 Revenue from Current Distribution Charges

Rates from sheet C3; Volumes from sheet C1

	2009 PROCEEDS FROM CURRENT MONTHLY SERVICE (FIXED) RATES					
Customer Class Name	**Distribution**	**Smart Meters**				**TOTAL**
Residential	7,695,879	247,662				7,943,541
General Service Less Than 50 kW	2,048,096	22,936				2,071,032
General Service 50 - 4,999 kW	4,619,152	3,856				4,623,007
General Service 3,000 to 4,999 kW -	15,560	10				15,570
Large Use - Regular	463,395	19				463,414
Large Use - 3TS	778,841	10				778,851
Large Use - Ford Annex	1,202,257	3				1,202,261
Unmetered Scattered Load	304,075					304,075
Back-up/Standby Power						
Sentinel Lighting	45,091					45,091
Street Lighting	532,380					532,380
TOTAL	**17,704,727**	**274,496**				**17,979,223**

	2009 PROCEEDS FROM CURRENT VARIABLE RATES					
Customer Class Name	**Distribution**					**TOTAL**
Residential	13,548,734					13,548,734
General Service Less Than 50 kW	3,761,900					3,761,900
General Service 50 - 4,999 kW	8,599,577					8,599,577
General Service 3,000 to 4,999 kW -	56,666					56,666
Large Use - Regular	1,001,237					1,001,237
Large Use - 3TS	1,401,330					1,401,330
Large Use - Ford Annex						
Unmetered Scattered Load						
Back-up/Standby Power						
Sentinel Lighting						
Street Lighting						
TOTAL	**28,369,444**					**28,369,444**

F2 Directly Assigned Revenues

Customer Class Name	Enter description of directly assigned revenue components and amounts allocated to each customer class				TOTAL
Residential					
General Service Less Than 50 kW					
General Service 50 - 4,999 kW					
General Service 3,000 to 4,999 kW - Intermediate Use					
Large Use - Regular					
Large Use - 3TS					
Large Use - Ford Annex					
Unmetered Scattered Load					
Back-up/Standby Power					
Sentinel Lighting					
Street Lighting					
TOTAL					

Base Revenue Requirement	51,791,751	*from sheet F1*
Less: Directly Assigned Revenues		*see above*
Outstanding Base Revenue Requirement	**51,791,751**	

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	2008 Monthly Service Charge*	2009 Monthly Service Charge**	Min	Max	Analysis
Residential	$ 8.66	$ 13.45	$ 4.80	$ 16.61	Within range
GS<50	$ 24.38	$ 27.13	$ 13.26	$ 34.42	Within range
GS>50	$ 323.74	$ 371.81	$ 44.39	$ 104.08	Grandfathered
Intermediate	$ 432.50	$ 1,781.01	$ 104.66	$ 276.24	Grandfathered
Large Use – Regular	$ 6,436.31	$ 8,414.97	$ 119.07	$ 436.25	Grandfathered
Large Use – 3TS	$ 21,634.75	$ 31,619.60	n/a	n/a	Grandfathered
Large Use – FA	$ 100,188.38	$ 107,468.88	n/a	n/a	Grandfathered
USL	$ 28.60	$ 16.56	$ 0.29	$ 7.16	Grandfathered
Sentinel Lighting	$ 4.88	$ 11.88	$ 0.02	$ 8.47	Cost Allocation
Street Lighting	$ 1.90	$ 4.29	$ 0.01	$ 8.37	Within range

* Includes Smart Meter Adder of $0.27
* Includes Smart Meter Adder of $1.00

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F5 Fixed/Variable Rate Design

	Existing Fixed/Variable Split (3)			Rate Application			Resulting Usage		(4) Existing
Customer Class Name	Rate	Fixed %	Variable %	Rate	Fixed %	Variable %	Rate	per	Usage Rate
Residential	$9.31	36.23%	63.77%	$9.31	36.23%	63.77%	$0.0234	kWh	$0.0211
General Service Less Than 50 kW	$26.13	35.25%	64.75%	$26.13	35.25%	64.75%	$0.0168	kWh	$0.0155
General Service 50 - 4,999 kW	$370.81	34.94%	65.06%	$370.81	34.94%	65.06%	$3.7887	kW	$3.3050
General Service 3,000 to 4,999 kW	$1,780.01	21.54%	78.46%	$1,780.01	21.54%	78.46%	$1.6456	kW	$0.3996
Large Use - Regular	$8,413.97	31.64%	68.36%	$8,413.97	31.64%	68.36%	$2.4256	kW	$1.8554
Large Use - 3TS	$31,618.60	35.72%	64.28%	$31,618.60	35.72%	64.28%	$3.2122	kW	$2.1979
Large Use - Ford Annex	$107,467.88	100.00%		$107,467.88	100.00%			kW	
Unmetered Scattered Load	$16.56	100.00%		$16.56	100.00%	0.00%	($0.0000)	kWh	
Back-up/Standby Power								kW	$0.5589
Sentinel Lighting	$11.88	100.00%		$11.88	100.00%	0.00%	($0.0000)	kW	
Street Lighting	$4.29	100.00%		$4.29	100.00%			kW	

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	GS>50 (50-4,999 kW)		Intermediate (e.g. 3000 - 4,999 kW)		Large Use - Remaining		Large Use - 3TS		Large Use - FA	
	kWh	kW	kWh	kW	kWh	kW	kWh	kW	kWh	kW
Jan-04	102,952,024	242,210	4,375,798	10,083	39,692,091	74,968	37,606,605	81,335	6,311,507	10,243
Feb-04	96,932,858	235,419	4,009,195	9,969	39,826,555	75,124	42,377,086	83,483	6,434,058	10,414
Mar-04	97,609,574	240,137	4,084,734	10,607	41,250,659	75,178	49,736,547	83,607	6,679,082	10,589
Apr-04	87,720,304	229,731	4,275,202	10,478	38,703,582	70,635	44,785,931	84,535	4,275,202	10,067
May-04	90,118,763	242,246	4,292,645	11,308	39,665,039	76,646	44,633,059	89,487	6,825,573	12,148
Jun-04	92,670,756	246,463	4,505,428	11,723	38,941,343	79,341	48,629,548	94,341	7,507,686	12,505
Jul-04	91,680,120	243,354	5,011,647	12,146	35,637,784	76,415	36,587,496	84,604	5,278,328	12,121
Aug-04	96,089,305	237,471	4,478,963	12,037	40,718,726	78,694	49,550,163	94,365	7,818,355	12,365
Sep-04	92,128,738	240,943	4,686,814	10,403	39,338,175	78,477	43,634,133	87,965	7,243,806	11,802
Oct-04	89,761,696	226,624	4,658,528	11,062	36,617,147	73,834	41,077,177	84,424	7,258,556	11,492
Nov-04	90,397,418	230,795	4,121,701	9,446	34,995,265	70,041	41,485,368	83,142	7,122,594	11,177
Dec-04	94,821,286	220,673	4,101,647	9,833	31,750,909	70,705	36,033,606	79,446	6,310,055	11,192
Jan-05	101,193,071	232,017	3,938,422	9,718	37,679,488	71,526	39,880,905	78,949	7,348,380	11,190
Feb-05	93,626,530	232,567	3,582,443	10,703	34,223,879	67,453	42,324,765	82,616	6,606,762	10,909
Mar-05	97,240,462	229,480	4,124,685	10,080	37,187,130	71,171	43,704,743	80,279	7,114,382	10,937
Apr-05	87,143,343	232,761	3,931,003	9,887	37,536,482	71,226	42,767,973	83,652	7,028,427	11,340
May-05	88,651,925	229,000	4,008,904	9,897	38,184,331	73,955	44,176,799	84,509	7,086,371	11,430
Jun-05	96,621,078	245,017	4,765,030	12,298	41,568,600	78,091	50,312,140	93,724	7,725,991	12,675
Jul-05	97,897,935	245,253	4,957,675	12,310	36,515,797	80,080	36,805,678	93,880	5,486,194	13,441
Aug-05	102,805,026	245,452	4,336,527	12,335	43,986,047	79,658	52,596,424	94,769	8,038,889	13,508
Sep-05	93,775,773	241,835	4,373,968	10,563	39,450,309	78,652	43,790,108	87,588	6,988,058	12,334
Oct-05	91,093,500	236,848	3,998,179	9,623	38,410,031	74,294	42,559,478	88,135	6,971,327	11,864
Nov-05	90,402,018	227,206	3,991,715	10,185	36,129,192	72,018	39,112,143	81,315	5,622,798	10,943
Dec-05	93,777,109	227,451	4,249,965	9,706	34,741,704	70,564	32,765,715	77,164	6,133,151	10,891
Jan-06	96,409,926	231,784	4,121,671	9,845	36,673,981	67,000	37,737,968	78,846	6,552,926	11,141
Feb-06	89,115,569	225,400	3,609,121	10,502	34,194,637	70,115	39,890,878	77,906	6,222,319	11,064
Mar-06	94,149,964	228,826	3,919,435	10,142	36,925,248	69,842	45,334,036	80,412	6,817,890	11,011
Apr-06	82,323,299	212,956	4,094,441	11,037	37,054,054	70,639	40,159,533	80,049	5,958,400	10,928
May-06	86,860,109	243,334	4,302,944	11,150	36,889,725	77,967	43,441,725	89,870	6,809,190	12,288
Jun-06	90,087,658	241,282	4,472,836	12,884	39,016,377	76,829	45,831,958	91,593	7,092,709	12,370
Jul-06	94,366,162	242,029	4,621,240	11,981	36,349,019	79,747	34,388,751	91,771	5,543,348	13,274
Aug-06	97,256,813	248,997	4,452,946	11,190	40,835,527	78,933	47,823,159	91,324	7,041,529	13,572
Sep-06	84,849,496	230,428	4,339,240	11,992	36,254,187	75,858	42,759,335	83,058	5,976,728	11,061
Oct-06	84,770,087	217,772	4,157,144	10,463	33,680,832	69,755	38,599,597	84,834	6,187,927	10,500
Nov-06	86,564,902	219,769	5,041,417	11,836	31,146,692	68,325	39,970,431	78,045	5,919,496	9,999
Dec-06	85,619,463	208,254	4,294,492	11,926	28,454,162	65,542	32,567,752	77,589	4,896,000	9,753
Jan-07	93,006,429	232,383	4,263,719	11,131	34,438,147	68,533	37,708,224	84,302	6,124,681	10,420
Feb-07	91,584,477	230,198	3,931,346	11,690	31,661,955	69,027	40,304,000	81,320	5,791,887	10,566
Mar-07	92,328,871	232,562	4,433,204	11,791	34,574,500	66,267	46,713,870	87,377	6,899,674	10,713
Apr-07	81,160,134	221,354	4,134,062	10,389	32,322,887	65,218	44,237,614	85,616	6,418,052	10,838
May-07	85,319,699	229,311	4,816,186	12,191	38,116,570	75,904	40,545,631	88,420	6,763,668	11,558
Jun-07	89,089,245	237,488	5,185,118	13,233	38,606,359	76,271	32,850,618	69,166	6,705,131	12,056
Jul-07	88,690,129	235,904	5,127,445	13,118	35,926,707	73,948	31,013,696	68,515	5,228,632	12,076
Aug-07	93,411,851	234,560	4,809,553	11,761	41,688,860	78,333	40,481,560	75,884	7,189,851	11,921
Sep-07	85,945,314	230,777	5,019,797	11,481	37,036,097	74,909	37,547,738	73,211	6,601,683	11,653
Oct-07	85,942,359	226,648	4,621,316	11,248	36,055,027	69,814	37,556,010	70,571	6,751,496	11,565
Nov-07	84,189,257	208,961	4,128,138	10,115	33,372,415	67,375	31,420,095	59,751	6,637,826	10,563
Dec-07	86,648,725	196,470	4,137,015	10,211	27,667,255	52,547	26,490,918	58,133	5,595,768	10,390
Jan-08	91,795,292	223,571	4,599,829	10,884	30,945,953	55,637	30,065,479	57,933	6,417,102	10,598
Feb-08	88,844,241	213,197	4,556,471	11,757	29,255,983	54,751	30,392,948	56,509	6,001,767	10,494
Mar-08	87,276,568	211,249	4,740,806	11,307	30,082,298	54,122	29,981,112	56,888	6,042,610	10,448
Apr-08	79,807,586	221,990	4,245,300	11,460	29,104,726	54,134	33,279,451	59,418	6,233,877	10,570
May-08	77,333,160	209,397	4,381,350	11,422	28,303,680	54,420	32,122,009	61,703	5,106,454	10,530
Jun-08	75,761,591	221,629	4,257,465	11,502	31,374,151	61,543	33,123,748	69,605	5,766,831	12,215
Jul-08	86,568,586	234,673	4,932,480	12,311	31,414,394	61,476	25,295,236	68,826	3,071,819	10,920
Aug-08	86,160,017	215,664	4,641,226	12,253	33,407,990	61,418	34,484,248	68,999	3,657,397	9,884
Sep-08	81,140,486	225,449	4,646,561	12,177	30,345,332	58,202	37,173,745	69,056	3,743,455	7,412