

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

**AND IN THE MATTER OF** an Application by Burlington Hydro Inc. to the Ontario Energy Board for an Order or Orders approving or fixing just and reasonable rates and other charges for Z-Factor Recovery of Ice Storm Related Restoration Costs as of November 01, 2014; Board File Number EB-2014-0252

I, **Kathi Farmer**, of the City of Toronto, Province of Ontario

**DO SOLEMNLY DECLARE THAT**

I am Manager, Regulatory Affairs for Burlington Hydro Inc., and as such have knowledge of the matters herein deposed to:

1. I caused the Notice to Customers of Burlington Hydro Inc. in the above captioned matter to be published in the Burlington Post on August 14, 2014.
2. According to the best information available, I believe that the Burlington Post is the English-language newspaper having the highest circulation in Burlington Hydro Inc.'s service area.
3. A copy of the advertisement is attached hereto as Schedule "A" to this Affidavit.
4. A copy of the Notice of the Application was served by courier on all intervenors of record in the previous cost of service rate application proceeding EB-2013-0115.
5. A list of the intervenors of record in EB-2013-0115 is attached hereto as Schedule "B" to this Affidavit.
6. A copy of the FedEx Courier shipping labels pertinent to the intervenors of record in EB-2013-0115 is attached as Schedule "C" to this Affidavit. The shipping date of all intervenors of record was August 14, 2014.
7. Burlington Hydro Inc. has no Embedded Distributors and no Notices were served pursuant to paragraph 4 of the said Ontario Energy Board Letter of Direction.

8. Copies of the Notice, application and evidence have been posted on Burlington Hydro Inc.'s website and are available for review at Burlington Hydro Inc.'s office.



Kathi Farmer

Declared before me at the City of Burlington  
in the Regional Municipality of Halton  
this 19<sup>th</sup> day of August, 2014.



Douglas C. Brown, Q.C.  
A Commissioner, etc.

**SCHEDULE "A"****ONTARIO ENERGY BOARD NOTICE  
TO CUSTOMERS OF BURLINGTON HYDRO INC.**

**Burlington Hydro Inc. has applied  
to raise its electricity distribution rates.  
Learn more. Have your say.**

Burlington Hydro Inc. has applied to the Ontario Energy Board for a temporary increase of approximately \$0.32 per month for a typical residential customer for 18 months, beginning on November 1, 2014. Other customers, including businesses, may be affected as well.

The requested rate increase is to recover costs from damage caused by an ice storm in late December, 2013.

**THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING**

The Ontario Energy Board (OEB) will hold a public hearing to consider Burlington Hydro's request. We will question the company on its case for a rate increase. We will also hear arguments from individuals and from groups that represent Burlington Hydro's customers. At the end of this hearing, the OEB will decide what, if any, increase will be allowed.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

**BE INFORMED AND HAVE YOUR SAY**

You have the right to information regarding this application and to be involved in the process. You can:

- review Burlington Hydro's application on the OEB's website now;
- file a letter with your comments, which will be considered during the hearing;
- become an active participant (called an intervenor). Apply by August 25, 2014 or the hearing will go ahead without you and you will not receive any further notice of the proceeding;
- at the end of the process, review the OEB's decision and its reasons on our website.

The OEB intends to consider cost awards in this proceeding that are in accordance with the *Practice Direction on Cost Awards*.

**LEARN MORE**

These proposed charges relate to Burlington Hydro's distribution services. They make up part of the Delivery line -- one of the five line items on your bill. Our file number for this case is EB-2014-0252. To learn more about how to participate in this hearing, including how to file a letter with your comments or how to become an intervenor, go to: [www.ontarioenergyboard.ca/participate](http://www.ontarioenergyboard.ca/participate). From that OEB web page you can also enter the file number to see all the documents related to this case. You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

**WRITTEN HEARINGS**

There are two types of OEB hearings -- oral and written. Burlington Hydro has applied for a written hearing. The OEB is considering this request. If you think an oral hearing is needed, you can write to the OEB to explain why.

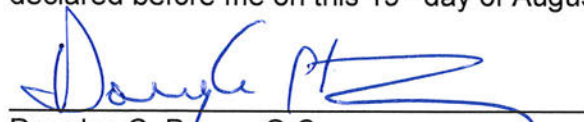
**PRIVACY**

If you write a letter of comment, your name and the content of your letter or the documents you file with the OEB will be put on the public record and the OEB website. However, your personal telephone number, home address and email address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.

This rate hearing will be held under section 78 of the Ontario Energy Board Act, 1998, S.O. 1998 c.15 (Schedule B).



This is Schedule "A" to the Affidavit of Kathi Farmer  
declared before me on this 19<sup>th</sup> day of August, 2014.

  
Douglas C. Brown, Q.C.  
A Commissioner, etc.

**SCHEDULE "B"**

Burlington Hydro Inc.

**List of Intervenors of Record EB-2013-0115**

School Energy Coalition

Jay Shepherd  
School Energy Coalition  
2300 Yonge Street, Suite 806  
Toronto, ON M4P 1E4

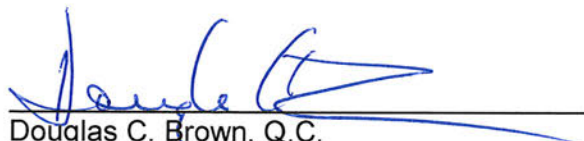
Vulnerable Energy Consumers Coalition

Michael Janigan  
Vulnerable Energy Consumers  
1 Nicholas Street, Suite 1204  
Ottawa, ON K1N 7B7

Energy Probe Research Foundation

David MacIntosh  
Energy Probe Research Foundation  
225 Brunswick Avenue  
Toronto, ON M5S 2N6

This is Schedule "B" to the Affidavit of Kathi Farmer  
declared before me on this 19<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
Douglas C. Brown, Q.C.  
A Commissioner, etc.

## SCHEDULE "C"

From: (905) 332-2266  
Kathi Farmer

Origin ID: YHMA



Ship Date: 14AUG14  
ActWgt: 0.5 KG  
CAD: 103905222INCA3550

1340 Brant Street

Burlington, ON L7R3Z7  
CA

Delivery Address Bar Code



SHIP TO: (000) 600-6000

BILL SENDER

Jay Shepherd  
School Energy Coalition  
2300 YONGE ST  
SUITE 806  
TORONTO, ON M4P1E4  
CA

Ref # Kathi Farmer  
Invoice #  
PO #  
Dept #

TRK# 7708 3344 9402  
0451

A3  
ECONOMY

M4P 1E4  
ON-CA  
YYZ

6B YFHB



520315076AC9

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**DEFINITIONS.** On this Air Waybill, "you", "your", "us", and "FedEx" refers to Federal Express Canada Ltd., its principals, subsidiaries, branches and affiliates and their respective employees, agents, and independent contractors. The terms "you" and "your" include the shipper, sender, consignee/consignees, and their respective employees, principals, agents and independent contractors. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipments" means all packages which are tendered to and accepted by us via single Air Waybill. **ROAD TRANSPORT NOTICE.** Any carriage of your shipment by road may be subject to Federal and Provincial laws, regulations, orders or requirements which may govern and serve to limit our liability for damage, loss, delay, shortage, mis-delivery, non-delivery, mis-information or failure to provide information in connection with your shipment. **LIMITATION OF LIABILITY.** If not governed by Federal or Provincial laws, regulations, orders, or requirements as described above, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, non-delivery, mis-information or failure to provide information in connection with your shipment, even if caused by our negligence or gross negligence, is limited by this Agreement to the amount of actual damages of CDN \$100 per shipment, whichever is less, unless you declare in advance a higher value for carriage as described below, and pay any declared value for carriage or your actual damages. **DECLARED VALUE LIMITS.** Shipments containing items of extraordinary value are limited to a maximum declared value for carriage of CDN \$500. The maximum declared value we allow for carriage per or weight for each FedEx-Letter or FedEx-Pak is CDN \$100. Please check the current Worldwide Service Guide and any applicable tariff for further explanation of the declared value limits. If you state more than one package on this Air Waybill, the declared value for each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. **LIABILITIES NOT ASSUMED IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARriage (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.** FedEx won't be liable for your acts or omissions, including but not limited to, incorrect declaration of the shipment, improper packaging, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, mis-information or failure to provide information in connection with shipments of cash, currency or other prohibited items. Also, FedEx won't be liable if you or the recipient violate any of the terms of this Agreement. FedEx won't be liable for loss, damage, delay, shortage, mis-delivery, mis-information or failure to provide information in connection with shipments of perishable goods, live animals, plants, or other items that require special handling. FedEx won't be liable for loss, damage, delay, shortage, mis-delivery, mis-information or failure to provide information in connection with shipments of hazardous materials, radioactive materials, or other items that require special handling. **CLAIM FOR LOSS, DAMAGE OR DELAY.** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. **SEE OUR CURRENT WORLDWIDE SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS.** We must receive your written notice of a claim for damage or delay, including perishable and spoilage damage claims due to late or delayed delivery, within 21 days after we deliver your shipment and in the case of loss, shortage, mis-delivery, non-delivery, mis-information or failure to provide information, within 90 days after we accept the shipment for carriage. The right to claim damages against us shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped. Within 90 days after you have notified us of your claim, it must be documented by sending us of relevant information regarding your claim. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges. If the recipient accepts the shipment without notifying any damage on the delivery receipt, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection at the delivery location and you must retain all such items until the claim is concluded. **RESPONSIBILITY FOR PAYMENT.** Even if you give us different payment instructions, you, the shipper, will always be primarily responsible for all charges, including transportation charges, and all duties, assessments, governmental penalties and fees, taxes, and FedEx's legal fees and costs related to shipments tendered under this Agreement. You also will be responsible for any costs FedEx may incur in returning your shipments to you or re-shipping them pending disposition. **MANDATORY LAW.** Insofar as any Agreement shall not affect any other part thereof. The parties expressly agree that this Agreement be drawn up in the English language. **FEDERAL EXPRESS CANADA LTD., Head Office, 6905 Explorer Drive, Mississauga, ON L4V 2H6.**

This is Schedule "C" to the Affidavit of Kathi Farmer  
declared before me on this 19<sup>th</sup> day of August, 2014.

Douglas C. Brown, Q.C.  
A Commissioner, etc.



From: (905) 332-2268  
Kathi Farmer  
Burlington Hydro  
1340 Brant Street  
Burlington, ON L7R1Z7  
CA

Origin ID: YHMA



Ship Date: 14AUG14  
ActWgt: 0.5 KG  
CAD: 103005222/NCA3550

Delivery Address Bar Code



Ref # Kathi Farmer  
Invoice #  
PO #  
Dept #

SHIP TO: (000) 000-0000  
Michael Janigan  
Vulnerable Energy Consumers  
1 NICHOLAS ST  
SUITE 1204  
OTTAWA, ON K1N7B7  
CA

BILL SENDER

TRK# 7708 3340 8630  
9451

A3  
ECONOMY

K1N 7B7  
ON-CA  
YOW

OB YOWA



52051E0F2BAC9

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The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. **ROAD TRANSPORT NOTICE:** Any carriage of your shipment by road may be subject to Federal and Provincial laws, regulations, orders or requirements which may govern and survive to limit our liability for damage, loss, delay, shortage, mis-delivery, non-delivery, misclassification or failure to provide information in connection with your shipment. **LIMITATION OF LIABILITY:** It is governed by Federal or Provincial laws, regulations, orders or requirements as described above. FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, non-delivery, misclassification or failure to provide information in connection with your shipment, even if caused by our negligence or gross negligence, is limited by this Agreement to the amount of actual damages or CDN \$100 per shipment, whichever is less, unless you declare in advance a higher value for carriage as described below, and pay any applicable supplementary charges. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional CDN \$100 of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **DECLARED VALUE LIMITS:** Shipments containing items of extraordinary value are limited to a maximum declared value for carriage of CDN \$500. 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FedEx will not be liable for your acts or omissions, including but not limited to, incorrect declaration of the shipment, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. FedEx will not be liable for loss, damage, delay, shortage, mis-delivery, non-delivery, misclassification or failure to provide information in connection with shipments of cash, currency or other prohibited items. Also, FedEx will not be liable if you or the recipient violate any of the terms of this Agreement. FedEx will not be liable for loss, damage, delay, shortage, mis-delivery, non-delivery, misclassification or failure to provide information in connection with your shipment caused by events FedEx cannot control, including but not limited to, acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials with actual or apparent authority. You should contact an insurance agent or broker if insurance coverage is desired. We do not provide insurance coverage of any kind. **NO WARRANTIES:** We make no warranties, express or implied. **CLAIM FOR LOSS, DAMAGE OR DELAY:** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. 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You also will be responsible for any costs FedEx may incur in reuniting your shipments to you or warehousing them pending disposition. **MANDATORY LAW:** Insofar as any provisions contained or referred to in this Agreement may be contrary to any applicable laws, government regulations, orders or requirements, such other provisions shall remain in effect as part of this Agreement to the extent that they are not overridden. The invalidity or unenforceability of any provisions of this Agreement shall not affect any other part hereof. The parties expressly agree that this Agreement be deemed to be in the English language. **FEDERAL EXPRESS CANADA LTD.**, Head Office, 5855 Express Drive, Mississauga, ON L4W 5G6.

This is Schedule "C" to the Affidavit of Kathi Farmer  
declared before me on this 19<sup>th</sup> day of August, 2014.

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A Commissioner, etc.

