

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8
416.362.2111 MAIN
416.862.6666 FACSIMILE

OSLER

Toronto

February 7, 2018

Montréal

Patrick G. Welsh
Direct Dial: 416.862.5951
PWelsh@osler.com
Our Matter Number: 1187043

Calgary

SENT BY SAME DAY COURIER

Ottawa

Ontario Energy Board
27th Floor
2300 Yonge Street
Toronto, ON M4P 1E4

Vancouver

New York

Attention: Ms Kirsten Walli
Board Secretary

Dear Ms Walli:

EB-2017-0232 - EPCOR Natural Gas Limited Partnership (EPCOR) – Application for approval of a natural gas franchise agreement with the County of Oxford

Enclosed please find the original Affidavit of Service proving completion of the matters in paragraphs 1 and 2 of the Ontario Energy Board's Letter of Direction dated February 2, 2018. This affidavit has also been filed on RESS.

Please do not hesitate to contact me if you have any questions.

Yours truly,



Patrick Welsh

PW:vs
Enclosure

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended (the “Act”);

AND IN THE MATTER OF an Application by Natural Resource Gas Limited (now EPCOR Natural Gas Limited Partnership (“EPCOR”)) for an Order under section 9(3) of the Act approving the terms and conditions upon which, and the period for which, the County of Oxford is to grant to EPCOR the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the County of Oxford;

AFFIDAVIT OF SERVICE

1. I, Vanessa Scelsa, of the City of Markham, in the Regional Municipality of York,

MAKE OATH AND SAY:

2. I am a Legal Secretarial Assistant with the law firm of Osler, Hoskin & Harcourt LLP and, as such, have knowledge of the following matters.

3. Pursuant to the Ontario Energy Board’s (the “Board”) Letter of Direction, I sent a package, by overnight courier and email, containing the Notice of Hearing and the application and evidence, all in accordance with paragraph 1 of the Direction. A copy of the cover letter for this package is attached as Exhibit A. The courier waybills are attached as Exhibit B.

4. I have been advised by Brian Lippold, General Manager, Natural Gas Canada, that a copy of the Notice, application and evidence, and any amendments thereto, are made available for public review at EPCOR’s office and website all in accordance with paragraph 2 of the Direction. A copy of Mr. Lippold’s email and a screenshot of EPCOR’s website page is attached (Exhibit C).

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
February 7, 2018.



Commissioner for Taking Affidavits
(or as may be)

Patrick Welsh



Vanessa Scelsa

This is **Exhibit "A"** referred to in the Affidavit of Service of Vanessa Scelsa, sworn February 7, 2018.

A handwritten signature in black ink, appearing to read 'P. Welsh', written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)
Patrick Welsh

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
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OSLER

Toronto

February 6, 2018

Patrick G. Welsh
Direct Dial: 416.862.5951
PWelsh@osler.com

Montréal

Sent By Electronic Mail and Overnight Courier

Calgary

Ottawa

Vancouver

New York

Andrew Mandyam
Director, Regulatory
Affairs and Financial
Performance
Enbridge Gas Distribution
Inc.
500 Consumers Rd.
Willowdale, ON M2J 1P8

Patrick McMahon
Manager, Regulatory
Research and Records
Union Gas Limited
50 Keil Drive North
Chatham, ON N7M 5M1

Brenda Tabor
County of Oxford
21 Reeve Street
Woodstock, ON N4S 7Y3

Dear Andrew, Patrick and Brenda,

re EB-2017-0232 - Franchise Renewal Application – EPCOR Natural Gas Limited Partnership and the County of Oxford

Further to the Letter of Direction from the Ontario Energy Board (the “OEB”) dated February 2, 2018, please find enclosed a Notice of Hearing regarding EPCOR Natural Gas Limited Partnership’s (“EPCOR”) application for approval of a natural gas franchise agreement with the County of Oxford, along with a copy of EPCOR’s application. Please do not hesitate to contact the undersigned if you have any questions.

Yours very truly,



Patrick G. Welsh

c: Richard King, *Osler, Hoskin & Harcourt LLP*
Brian Lippold, *EPCOR*
Britt Tan, *EPCOR*

This is **Exhibit "B"** referred to in the Affidavit of Service of Vanessa Scelsa, sworn February 7, 2018.



Commissioner for Taking Affidavits (or as may be)
Patrick Welsh

DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Canada Ltd., its principals, subsidiaries, branches and their respective employees, agents, and independent contractors. "You" and "your" include the shipper/consignor, recipient/consignee, and their respective employees, principals, agents and independent contractors. "Package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, trailers, manifest or air waybill. "Shipment" means any or more packages, or any part thereof, moving on one Air Waybill. The Residential Delivery charge will apply to shipments to a home or a business operating out of a home, where the entrance to the residence is not open to the public. Please refer to the Terms and Conditions section of the FedEx Service Guide at fedex.ca for more details. **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 in respect of damage to, or loss, delay, shortage, misdelivery, nondelivery, misinformation 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, our maximum liability for damage, loss, delay, misdelivery, nondelivery, misinformation, failure to provide information or misdelivery of information relating to your shipment, even if caused by our negligence or gross negligence, is limited by this Air Waybill to \$100 per shipment, unless you declare a higher value for carriage as described below (subject to the maximum amounts specified in the FedEx Service Guide). We do not provide insurance coverage of any kind, but you may pay an additional charge for each additional \$100 of declared value (subject to the maximum amount specified in the FedEx Service Guide), the Shipments' repair costs, its depreciated value, or its replacement value. **DECLARED VALUE LIMITS.** Shipments containing items of extraordinary value are limited to a maximum declared value for carriage of \$1,000. The maximum declared value we allow for carriage per air waybill for each FedEx Envelope or FedEx Pak shipment is CDN \$100. Please check the current FedEx Service Guide and any applicable tariff for further explanation of the declared value limits. If you send more than one package on this Air Waybill, the declared value for carriage of 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, WE 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), WHETHER WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.** We won't be liable for your acts or omissions, including but not limited to, incorrect declarations 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. We won't be liable for loss, damage, delay, misdelivery, nondelivery, misinformation, failure to provide information or misdelivery of information relating to shipments of cash, currency or other prohibited items. We won't be liable for loss, damage, delay, misdelivery, nondelivery, misinformation, failure to provide information or misdelivery of information relating to your shipment caused by events we cannot control, including but not limited to, acts of God, profit 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 us before we accept or broker if the carrier is so designated. We do not provide insurance coverage of any kind. **NO WARRANTIES.** We make no warranties, express or implied. **CLAIMS.** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS, subject to any applicable laws, government regulations, orders or requirements. **SEE THE CURRENT FEDEx SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS.** Any 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 recipient accepts the shipment without noting any damage on the delivery record, we will assume the shipment was delivered in good condition. In order for us to make a claim for damage, you must make the contents, original shipping cartons and packing available to us for inspection at the delivery location, and you must retain all such material until the claim is concluded. **RIGHT TO INSPECT.** Your shipment may, at our option or at the request of governmental authorities, be opened and inspected by us or such authorities at any time. **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, governmental penalties and fines, taxes, and other legal fees and costs, related to this shipment. You will also be responsible for any costs we may incur in returning your shipment to you or warehousing it pending disposition. **ITEMS NOT ACCEPTABLE FOR TRANSPORTATION.** We won't accept certain items for carriage, and other items may be accepted for carriage only to limited destinations or under restricted conditions. We reserve the right to reject packages based upon these limitations or for reasons of safety or security. You may consult the current FedEx Service Guide and any applicable tariff for details. **MANDATORY LAW.** Insofar as any provisions contained or referred to in this Air Waybill, the current FedEx Service Guide, or any applicable tariff may be contrary to any applicable laws, government regulations, orders or requirements, such provisions shall remain in effect as a part of this Agreement to the extent that they are not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill, the current FedEx Service Guide, or any applicable tariff. The parties expressly agree that this Agreement be drawn up in the English language. **FEDERAL EXPRESS CANADA LTD., Head Office, 5985 Explorer Drive, Mississauga, ON L4W 5K6.**

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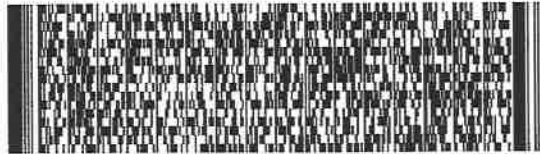
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TO **PATRICK MCMAHON
 UNION GAS LIMITED
 50 KEIL DRIVE NORTH**

CHATHAM ON N7M5M1

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DEPT: 1144688



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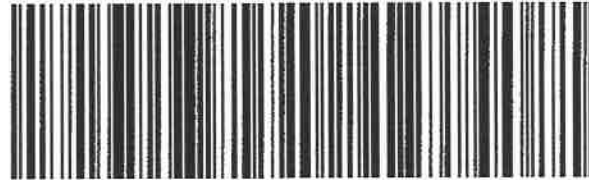
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Please refer to the Terms and Conditions section of the FedEx Service Guide at fedex.ca for more details. **ROAD TRANSPORT NOTICE.** Any carriage of your shipment by road may be subject to Federal and Provincial laws, regulations, orders or requirements which may govern and serve to limit our liability in respect of damage to, or loss, delay, shortage, misdelivery, non-delivery, misinformation 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, our maximum liability for damage, loss, delay, misdelivery, non-delivery, misinformation, failure to provide information or misdelivery of information relating to your shipment, even if caused by our negligence or gross negligence, is limited by this Air Waybill to \$100 per shipment, unless you declare a higher value for carriage as described below (subject to the maximum amounts specified in the FedEx Service Guide). We do not provide insurance coverage of any kind, but you may pay an additional charge for each additional \$100 of declared value (subject to the maximum amounts specified in the FedEx Service Guide). We do charge, our maximum liability will be the lesser of your declared value for carriage (subject to the maximum amount specified in the FedEx Service Guide), the Shipper's repair costs, the depreciated value, or the replacement costs. **DECLARED VALUE LIMITS.** Shipments consisting of extra-delivery items are limited to a maximum declared value for carriage of \$1,000. The maximum declared value we allow for carriage per air waybill for each FedEx Envelope or FedEx Pak shipment is CDN \$100. Please check the current FedEx Service Guide and any applicable tariff for further explanation of the declared value limits. If you send more than one package on this Air Waybill, the declared value for carriage of each package will be determined by dividing the declared value for carriage by the number of packages in the shipment. **LIABILITIES NOT ASSUMED IN ANY EVENT, WE MUST BE LABELLED 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), WHETHER WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.** We won't 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. We won't be liable for loss, damage, delay, misdelivery, non-delivery, misinformation, failure to provide information or misdelivery of information relating to shipments of cash, currency or other prohibited items. We won't be liable for loss, damage, delay, 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. **CLAIMS. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS, subject to any applicable laws, government regulations, orders or requirements. SEE THE CURRENT FEDEX SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS.** Any 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. We are not obligated to act on any claim until all transportation charges have been paid; the claim amount may not be deducted from those charges. If the recipient accepts the shipping cartons and packing available to us for inspection at the delivery location, and you must retain all such material until the claim is concluded. **RIGHT TO INSPECT.** Your shipment may, at our option or at the request of governmental authorities, be opened and inspected by us or such authorities at any time. **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, governmental penalties and fines, taxes, and our legal fees and costs, related to this shipment. You will also be responsible for any costs we may incur in returning your shipment to you or warehousing it pending disposition. **ITEMS NOT ACCEPTABLE FOR TRANSPORTATION.** We won't accept certain items for carriage, and other items may be accepted for carriage only to limited destinations or under restricted conditions. 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ENBRIDGE GAS DISTRIBUTION INC.
500 CONSUMERS RD.

TORONTO ON M2J1P8

(CA)

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CAD: 0424600/CAFE3108

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JIT01010200100

This is **Exhibit “C”** referred to in the Affidavit of Service of Vanessa Scelsa, sworn February 7, 2018.



Commissioner for Taking Affidavits (or as may be)
Patrick Welsh

Scelsa, Vanessa

From: Lippold, Brian <BLippold@epcor.com>
Sent: Wednesday, February 07, 2018 11:02 AM
To: Scelsa, Vanessa
Cc: Welsh, Patrick
Subject: EB-2017-0232_Evidence_Brian Lippold Affidavit of Service

I can confirm that pursuant to the Letter of Direction issued by the Board for the above mentioned file number, that prior to the start of business on February 7, a copy of the Notice, the application and evidence, and any amendments thereto, were made available for public review at EPCOR's office.

Brian Lippold,
General Manager, Natural Gas Canada
519.773.5321 ext 205 phone
519.494.7865 cell
blippold@epcor.com



EPCOR Natural Gas Limited Partnership
39 Beech St. East
Aylmer, ON N5H 3J6

epcor.com

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Scelsa, Vanessa

From: Lippold, Brian <BLippold@epcor.com>
Sent: Wednesday, February 07, 2018 11:19 AM
To: Scelsa, Vanessa
Subject: EB-2017-0232_Evidence_Brian Lippold Affidavit of Service

Pursuant to the Letter of Direction issued by the Board for the above mentioned file number, I can confirm that effective 7pm on February 6th, the Notice appears in a prominent place on ENGLP's website, containing a link to the Application and Evidence.

Brian Lippold,
General Manager, Natural Gas Canada
519.773.5321 ext 205 phone
519.494.7865 cell
blippold@epcor.com



EPCOR Natural Gas Limited Partnership
39 Beech St. East
Aylmer, ON N5H 3J6

epcor.com

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NOTICE OF PUBLIC HEARING FOR THE COUNTY OF OXFORD

[EPCOR](#) / [About EPCOR](#) / [News & Announcements](#) / [Customer Notices](#) / [Notice of Public Hearing for the County of Oxford](#)

Enbridge Gas Distribution Inc. has applied to the Ontario Energy Board (OEB) for approval of its natural gas franchise agreement with the County of Oxford, which would grant EPCOR the right to build, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas for a period of 20 years. The OEB will hold a public hearing to consider EPCOR's requests. At the end of this hearing, the OEB will decide whether to grant EPCOR's requests.

The OEB intends to proceed with this application by way of a written hearing. To learn more about this hearing, find instructions on how to file letters or become an intervenor (apply by February 20, 2018), or to access any document related to this case, please enter the file number EB-2017-0232 on the OEB website: www.oeb.ca/participate.

Related links

- [Customer notice](#)
- [Application](#)