

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.

K Farmer

Kathi Farmer

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

Douglas C. Brown

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. 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.

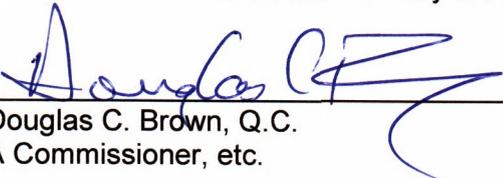
This rate hearing will be held under section 78 of the Ontario Energy Board Act, 1998, S.O. 1998 c.15 (Schedule B).



Ontario

Ontario Energy Board / Commission de l'énergie de l'Ontario

This is Schedule "A" to the Affidavit of Kathi Farmer declared before me on this 19th 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

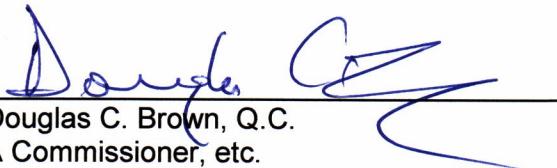
Vulnerable Energy Consumers Coalition

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 19th day of August, 2014.



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

SCHEDULE "C"

From: (905) 332-2266
Kathi Farmer
1340 Brant Street
Burlington, ON L7R2Z7
CA

Origin ID: YHMA



Ship Date: 14AUG14
ActWgt: 0.5 KG
CAD: 103005222INCA3550

Delivery Address Bar Code



SHIP TO: (000) 000-0000
Jay Shepherd
School Energy Coalition
2300 YONGE ST
SUITE 806
TORONTO, ON M4P1E4
CA

BILL SENDER

Ref # Kathi Farmer
Invoice #
PO #
Dept #

TRK# 7708 3344 9402
0451

A3
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M4P 1E4
ON-CA
YYZ

6B YFHB



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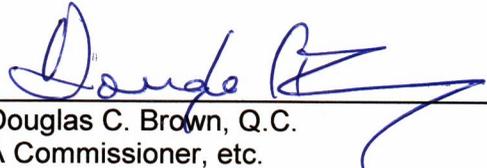
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

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DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer 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, recipient/consignee, 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 "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 as described above. FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, non-delivery, failure to provide information in connection with your shipment. **LIABILITY 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. **DECLARED VALUE LIMITS.** Shipments containing items of extraordinary value are limited to a maximum declared value for carriage of CDN \$100. The maximum declared value we allow for carriage not on waybill for each FedEx® Label 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 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, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDED 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 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, non-delivery, mis-information or failure to provide information in connection with by events FedEx cannot control, including but not limited to, acts of God, perils of the sea, 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 warranty, express or implied. **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 all relevant information regarding your claim. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim available to us for disposition 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 fines, 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 withholding them pending disposition. **MANDATORY LAW.** Insofar as any Agreement shall not affect any other part hereof. This notice expressly agrees that this Agreement be drawn up in the English language. **FEDERAL EXPRESS CANADA LTD.,** Head Office, 5885 Explorer Drive, Mississauga, ON L4W 5G6.

This is Schedule "C" to the Affidavit of Kathi Farmer declared before me on this 19th 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 L7R3Z7
CA

Origin ID: YHMA



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

Delivery Address Bar Code



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

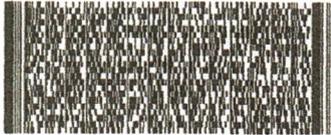
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Ref # Kathi Farmer
Invoice #
PO #
Dept #

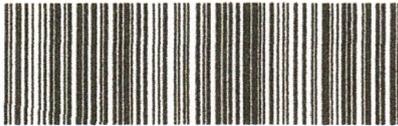
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The term "shipment" means all packages which are tendered to us accepted by us on a single Air Waybill. **ROAD TRANSPORT NOTICE.** Any carriage of your shipment by road may be subject to Federal and Provincial laws, regulations, orders or requirements which may govern and serve to limit our liability for damage, loss, delay, shortage, mis-delivery, 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, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation 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 applicable supplementary charge. 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. The maximum declared value we allow for carriage per air waybill for each FedEx® Label or FedEx® Pak is CDN \$100. Please check the current Worldwide Service Guide and any applicable laws 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, 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 destination 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 won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation 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, non-delivery, misinformation or failure to provide information in connection with your shipment caused by events FedEx cannot control, including but not limited to, acts of God, pests 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. 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, misinformation 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 all 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 noting any damage on the delivery record, 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 fines, 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 warehousing them pending disposition. **MANDATORY LAW.** Insofar as any provisions contained or referred to in this Agreement may be contrary to any applicable law, government regulations, orders or requirements, such other 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 of this Agreement shall not affect any other part hereof. The parties expressly agree that this Agreement be drawn up in the English language. **FEDERAL EXPRESS CANADA LTD., Head Office, 5965 Exploire Drive, Mississauga, ON L4W 5K6.**

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A Commissioner, etc.

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Kathi Farmer
1340 Brant Street
Burlington, ON L7R3Z7
CA

Origin ID: YHMA



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

Delivery Address Bar Code



SHP TO: (000) 000-0000
David Macintosh
Energy Probe Research Foundation
225 BRUNSWICK AVE

BILL SENDER

Ref # Kathi Farmer
Invoice #
PO #
Dept #

TORONTO, ON M5S2M6
CA

A3
ECONOMY

TRK# 7708 3347 9335
0451



6B YBZA

M5S 2M6
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YYZ



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FedEx won't be liable for loss, damage, delay, shortage, mis-delivery, non-delivery, misinformation 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. SEE OUR CURRENT WORLDWIDE SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS. 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Douglas C. Brown, Q.C.
A Commissioner, etc.