



Blackburn Law Inc.

December 8, 2025

VIA EMAIL

Ms. Crystal Henwood
Clerk of the Board
Nova Scotia Energy Board
1601 Lower Water Street, 3rd Floor
Halifax NS B3J 3S3

Dear Ms. Henwood:

Re: M12149 Nova Scotia Power Inc. – Investigation arising from a Joint Use Agreement between Nova Scotia Power Incorporated (NS Power) and Bell Aliant

On March 21, 2025, the Nova Scotia Utility and Review Board (now the Nova Scotia Energy Board) issued a Hearing Order to consider the Joint Use Agreement between NS Power and Bell Aliant (Bell), dated March 31, 1993¹ (the “JUA”) as a result of issues raised in two complaints (M11835² and M11838³).

On May 8, 2025, NS Power submitted a signed copy of a Letter of Intent (LOI) between NS Power and Bell Aliant (Bell) which was effective March 3, 2025.⁴

The Small Business Advocate (SBA) has reviewed NS Power’s LOI and proposed method of addressing delays, as well as NS Power’s responses to Information Requests, and NS Power’s monthly updates submitted pursuant to NSEB’s inquiry into the Cybersecurity Incident, (underway in matter M12273⁵) and appreciates this opportunity to provide these submissions.

LOI Overview

The need for the LOI followed from the two complaints filed in matters M11835 and M11838. One of the complaints involved concerns about the rebates that the customer was entitled to

¹ M12149, Exhibit N-1 - Joint Use Agreement between Nova Scotia Power Incorporation and Maritime Telegraph & Telephone Company Ltd. – March 31, 1993

² M11835, NSPI Complaint – Clarence Felderhof – Contract/Billing Issue.

³ M11838, NSPI Complaint – Seneca Shores Living Inc – Maintenance/Location of Power Poles/Easements

⁴ M12149, Exhibit N-4, NS Power’s Letter regarding the Nova Scotia Power/Bell Aliant Joint Use Agreement, (NS Power’s Letter) Attachment 1: Letter of Intent between NS Power and Bell effective March 3, 2025. (LOI)

⁵ M12273, Board Inquiry into Nova Scotia Power’s Cybersecurity Incident.

because his business was in a region where Bell was responsible for the installations of power poles; and the other related to a delay in the relocation of power poles, which NS Power asserted was due to work that was required to be completed by Bell prior to NS Power's work being completed.

To address customer concerns with delays and billing frustrations, NS Power and Bell have agreed on a proposed solution to eliminate long delay times and differential pricing, by making NS Power responsible for all new line extensions and related pole installations, regardless of pole ownership or location:

In relation to each party's status as a mainline joint use pole owner, the parties also follow a process for line extensions, when a customer requires additional poles be placed to bring service(s) to their premises. The current process dictates that any customer-requested line extensions are built and owned by the existing owner of the mainline joint use pole line being extended. Nova Scotia Power and Bell Canada have each agreed to test a proposed change in this process, under the current Joint Use Agreement, as outlined below. Each party believes that this change will allow for more effective and efficient build times, as well as an improved customer experience.

The parties agree, effective March 03, 2025, and for a period to be determined in accordance to the terms in this letter, that Nova Scotia Power will build all customer-requested line extensions, regardless of current mainline joint use pole ownership, with each such line extension being owned by Nova Scotia Power.⁶

Impact of Cybersecurity Incident

The SBA submits that, as a starting point for testing the proposed JUA process, the parties must confirm that they will maintain the current ownership ratio with NS Power owning 60% of the mainline joint use poles, and Bell owning the remaining 40% of the mainline joint use poles, which NS Power has indicated is accomplished through regular *Pole Reconciliation* agreements.

Under the LOI, following the takeover of the line extension work, NS Power must meet with Bell to perform a *Point of Construction Settlement* at the end of each quarter to confirm the specific new poles that will be credited as joint use poles and which poles need to be transferred between the parties and paid for at their "Structural Value" to maintain the required ownership ratio.⁷

Unfortunately, due to the cybersecurity incident, completing the *Pole Reconciliation* has been delayed, the *Point of Construction Settlement* has not commenced, the GIS system remains unavailable, and the final agreement is not expected to be signed until sometime during 2026.⁸

⁶ M12149, Exhibit N-4, NS Power's Letter, Attachment 1, LOI, page 1 of 3.

⁷ M12149, Exhibit N-4, NS Power's Letter, Attachment 1, LOI, pages 1-2 of 3.

⁸ M12273, Board Inquiry into NS Power's Cybersecurity Incident Nova Scotia Power's Monthly Update # 4, December 1, 2025, page 8 of 11.,

Specifically, to undertake this new approach the parties must first agree to a process of accounting for existing pole ownership, which has been delayed due to NS Power having to recover and rebuild critical information systems following the recent Cybersecurity Incident.⁹ As documented in NS Power's quarterly progress reports filed in matter M12273, NS Power is unable to proceed with this settlement process because it lacks access to relevant IT systems and GIS data which would provide the location and ownership details for the individual poles owned by each party.¹⁰

Furthermore, NS Power suggests that testing of this proposed process may not be possible until Q1 2026 or later. The cybersecurity incident prevented NS Power from fully executing the proposed process because it disabled the key GIS system that serves as the system of record for pole ownership, which identifies the location of poles placed in Bell-owned poling areas, and allows for the updating of ownership records once the quantity of poles to be purchased by Bell is confirmed.¹¹

As a result, the SBA submits there remains the questions of 1) when NS Power and Bell will be able to complete their review of the settlement process and finalize the agreement, and 2) what has been the impact on customer service, including for those small business customer classes represented by the SBA.

SBA Concerns

The SBA has reviewed NS Power's filing in both this matter M12149 and the monthly updates submitted in M12273 and remains concerned that very little progress has been made especially as the end of the year approaches. While the scope of this matter does not include the consequences of the recent Cybersecurity incident being investigated in M12273, as described above, those consequences have clearly brought any progress to a halt that could have been made by now to reduce delays and resolve cost discrepancies for customers whose service requests involve pole replacement.

While the SBA acknowledges that we must wait for NS Power's recovery plan to be carried out, the SBA respectfully submits that NS Power should be able to confirm the following:

1. The current number of poles that exist and their ownership ratio.
2. The number of poles that have been installed to-date during 2025 and compare this number to the number installed in 2024.
3. When NS Power anticipates that it will be able to eliminate any backlog of requests for pole installations that currently exists.

⁹ M12273 Board Inquiry into NS Power's Cybersecurity Incident, Nova Scotia Power's Monthly Update #1, August 20, 2025, page 1, "On April 25, 2025, NS Power identified a cybersecurity incident that resulted in unauthorized access to our information technology infrastructure."

¹⁰ M12273 Board Inquiry into NS Power's Cybersecurity Incident, Nova Scotia Power's Monthly Update #2, October 1, 2025, page 12, "The Incident resulted in the unavailability of GIS apps, which is preventing updates to online maps and displays, including the Hosting Capacity Map."

¹¹ M12149, Exhibit N-8, NSPI (SBA) RIR-2(a), page. 1 of 2

Submissions

The SBA respectfully submits that, given this matter arose specifically from two customer complaints, it is crucial that this matter, including the recovery of the GIS system, be prioritized and customers are provided with updates regularly.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 8th day of December 2025.

Yours truly,

A handwritten signature in blue ink, appearing to read "Melissa MacAdam", with a stylized flourish extending from the end.

Melissa P. MacAdam
Small Business Advocate