

NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF: THE PUBLIC UTILITIES ACT

- and -

IN THE MATTER OF: an investigation pursuant to s.19 of the *Public Utilities Act* into certain matters arising from a **Joint Use Agreement** between **NOVA SCOTIA POWER INCORPORATED** and **BELL ALIANT**

INFORMATION REQUESTS

To: **Nova Scotia Power Incorporated**
Blake Williams
Senior Director, Regulatory
1223 Lower Water Street
Halifax, NS B3J 3S8
By email: blake.williams@nspower.ca

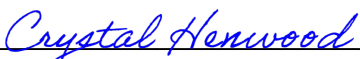
From: Board Staff
Nova Scotia Energy Board

Responses Due: **Monday, June 16, 2025**

Copies: 1electronic copy (PDF searchable)

Contact Person: **Miranda Mavhunga**
Nova Scotia Utility and Review Board
3rd Floor, 1601 Lower Water Street
Halifax, NS B3J 3S3
Tel: (902) 424-4448
Email: Miranda.Mavhunga@novascotia.ca

Issued at Halifax, Nova Scotia, this 26th day of May, 2025.



Crystal Henwood, Clerk of the Board

Request IR-1:

In a response to UARB IR-15(a) dated February 3, 2022, Exhibit N-3 in Matter M10325, NS Power advised that in 2022 it owned 256,643 poles covered by the Joint Use Agreement (JUA) and Bell Aliant owned 148,617 poles covered by the JUA.

a) Please confirm the current number of poles owned by NS Power and Bell Aliant which are subject to the JUA.

b) Please provide an up-to-date map or documentation identifying which geographic areas are currently designated as NS Power pole areas versus those designated as Bell Aliant pole areas, and, if possible, the location of the lines covered by the JUA.

Request IR-2:

In a decision letter dated initiating this process following a complaint by Dr. Clarence Felderhof about the differing rebate schemes offered by Bell Aliant and NS Power when power lines were installed (see: Matter M11838), the Board commented:

Basically, NS Power covers 60% of costs associated with Joint Use poles and Bell Aliant covers 40%. The purpose of the Joint Use Agreement is to avoid the duplication of costs that would occur if both entities each had to install and maintain a total of approximately 406,000 poles. Therefore, the concept of the Joint Use Agreement is neither antiquated or unreasonable in the sense that NS Power ratepayers save money because NS Power does not have to install and maintain the full costs of 406,000 poles. Instead, under the Joint Use Agreement each Utility only pays for their proportionate share of these costs.

a) Please provide a best available estimate of the cost of installing poles and associated hardware to service NS Power customers if the company did not have access to the poles owned by Bell Aliant under the JUA.

1 b) Please provide a best available estimate of NS Power's current annual OM&G costs for
2 poles covered by the JUA compared to these same OM&G costs assuming NS Power had
3 to own and maintain all the required poles without any cost sharing with Bell Aliant.

4 c) Please outline any other economic efficiencies and benefits provided by the JUA.
5

6 **Request IR-3:**

7 Please provide an explanation about how NS Power developed the rebate scheme set out in s.2.6
8 and 2.12 of the *NS Power Regulations* and the rationale for such a rebate scheme.
9

10 **Request IR-4:**

11 Please provide a comprehensive comparison of the rebate schemes that were in place under the
12 JUA for utility poles owned by NS Power and those owned by Bell Aliant, prior to the new
13 arrangement referenced in NS Power's letter dated May 8, 2025(Exhibit N-4).
14

15 **Request IR-5:**

16 What are the specific criteria used to determine eligibility for rebates for poles owned by Bell Aliant
17 versus those owned by NS Power?
18

19 **Request IR-6:**

20 a) With reference to matter M11838, why was the cost of powerline installation, including the
21 cost of the poles, not fully eligible for NS Power rebates in areas served by Bell Aliant.

22 b) How does this impact the affordability of development projects in areas serviced by Bell
23 Aliant?

24 c) If NS Power had to offer the rebates set out in the *NS Power Regulations* for poles owned
25 and installed by Bell Aliant, how would NS Power recover these costs?

1 d) Can NS Power estimate what the cost of offering the NS Power rebate outlined in the *NS*
2 *Power Regulations* would be over the next five years under the current JUA if they were
3 owned and installed by Bell Aliant?
4

5 **Request IR-7:**

6 Has NS Power conducted an analysis to assess whether the differing rebate structures result in
7 materially different outcomes for ratepayers in similarly situated areas? If so, please provide the
8 results of this analysis.
9

10 **Request IR-8:**

11 Board staff understands NS Power's May 8, 2025, letter envisages a different approach to pole
12 ownership under the JUA but would like NS Power's views on whether there is a rationale for
13 maintaining distinct rebate schemes based on pole ownership, and whether this could align with
14 regulatory principles of equity and non-discrimination?
15

16 **Request IR-9:**

17 NS Power's May 8, 2025, letter, accompanied by a signed Letter of Intent with Bell Aliant,
18 envisages "...making NS Power responsible for all new line extensions, regardless of pole
19 ownership regardless of whether they are located in areas with Bell-owned poles or NS Power-
20 owned poles."

21 a) Has NS Power assessed how much additional capital and operating costs it will incur under
22 this approach on an annual basis?

23 b) The Letter of Intent proposes a methodology if Bell Aliant is required to purchase joint use
24 poles from NS Power to maintain the 60/40 ownership ratio in the JUA at their "Structural
25 Value". How is the Structural Value derived?

1 c) In M11838, Dr. Felderhof expressed the view that many developments did not require Bell
2 Aliant service over poles. Does NS Power have any information to indicate that a material
3 number of line extensions from the Bell Aliant mainlines do not require Bell Aliant services
4 by wire over poles?

5 d) Other than proposed in the letter of Intent, have NS Power and Bell Aliant explored options
6 for harmonizing rebate structures and cost sharing models across ownership types?
7

8 **Request IR-10:**

9 In matter M11835, which involved poles covered by the JUA, the Board found there was an
10 inordinate delay in arranging for power installation.

11 a) Please provide data on average timelines for new electric service connections and
12 disconnections/removals, disaggregated by whether the infrastructure is located on NS
13 Power- or Bell Aliant-owned poles.

14 b) Are there statistically significant differences in service delivery times between the two
15 ownership scenarios?
16

17 **Request IR-11:**

18 a) Describe the coordination process between NS Power and Bell Aliant for joint-use poles
19 in relation to service connection and disconnection activities.

20 b) Are there any standard operating procedures (SOPs) or service-level agreements (SLAs)
21 that govern joint operational responsibilities?
22

23 **Request IR-12:**

24 Please provide data on the number and nature of customer complaints related to delays in electric
25 service connection that can be attributed to joint-use coordination issues.
26

Request IR-13:

- a) Please confirm whether NS Power is still adhering to the scheduling timelines for joint use activities as originally outlined in Section 2.08 of the 1993 JUA?
- b) Have there been any changes to these timelines that NS Power and Bell Aliant have mutually agreed to since the agreement was signed?
- c) Please provide the performance standards and actual performance data from the past year regarding power service connections on joint use poles, specifically in terms of meeting the prescribed or agreed-upon timelines?

Request IR-14:

- a) Please provide the number and percentage of NS Power-owned poles that currently have Bell Aliant equipment attached, as well as the number and percentage of Bell Aliant-owned poles that currently have NS Power equipment attached.
- b) Has there been a noticeable decline in Bell Aliant's usage or abandonment of poles in recent years?

Request IR-15:

Based on NS Power's May 5, 2025, letter:

- a) What operational changes were made to eliminate the need for NS Power to seek prior approval from Bell Aliant for line extension work as of March 3, 2025?
- b) Does NS Power plan to formally update the JUA with Bell Aliant to reflect the changes implemented on March 3, 2025?
- c) What is the Company's current assessment of the need for a comprehensive revision of the JUA, particularly to align with current telecommunication practices and infrastructure demands (e.g., reduced landline demand, increased fibre and wireless deployments)?